

MEMORANDUM OF AGREEMENT
between the
City of Killeen and Armed Services Young Men's Christian
Association for the Shared Facilities Usage

STATE OF TEXAS,

COUNTY OF BELL

This Memorandum of Agreement (MOA) is entered into between the City of Killeen, a municipal corporation of the State of Texas, herein called the "City" and the Armed Services Young Men's Christian Association, an international organization, herein called the "ASYMCA" collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the governing bodies of the City of Killeen and the Armed Services Young Men's Christian Association desire to share certain facilities with each other for the betterment of the community;

WHEREAS, the City and the ASYMCA wish to enter into this MOA and define the terms and conditions of sharing facilities; and

WHEREAS, the City and the ASYMCA have determined that in the best interest of the community to enter into a Shared Facilities Usage agreement.

NOW THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE UNDERSTOOD, ACCEPTED AND AGREED UPON BY THE PARTIES:

SECTION I

1.0. *Entities Defined and Authority*

- 1.1. This MOA is applicable only to the legal entities stated above, and does not apply to, or include, any other organizations associated with, but not legally a part of either the City or the ASYMCA.
- 1.2. Further, the Parties understand and agree that the ASYMCA's Point of Contact, as designated herein this MOA, shall be the only ASYMCA representative requesting use of City facilities for waiver of fees hereunder this MOA and likewise, the City representatives, as designated herein this MOA, shall be the only City representative with authority to approve any request by the ASYMCA for the use of the City facilities hereunder this MOA.

SECTION II

2.0. *Term and Termination*

- 2.1. The Parties agree that this MOA is effective on June 1, 2025, (the “Effective Date”) and shall remain in effect until May 31, 2026, (the “Termination Date”) unless either Party decides to terminate this MOA prior to the Termination Date pursuant to the terms herein.
- 2.2. Either Party may terminate this MOA by giving the other Party thirty (30) days written notice to the address as provided herein below:

For the City of Killeen

ATTN: Assistant City Manager
P.O. Box 1329
Killeen, Texas 76540

For the ASYMCA

ATTN: ASYMCA Director
110 Mountain Lion Dr.
Harker Heights, Texas 76548

CC
Director of Parks and Recreation
1700 E Stan Schlueter Loop
Killeen, TX 76542

SECTION III

3.0. *ASYMCA-Owned Facilities Available to The City*

- 3.1. Unless specifically stated herein, the ASYMCA-owned facilities available to the City free of charge, except as provide otherwise herein under this MOA, include the following:
- 3.1.a. the ASYMCA Natatorium, which is located at 110 Mountain Lion Road, Harker Heights, TX 76548:
- For five (5) months from December through April, of the calendar year , during the Winter and Spring Aquatics Program seasons; and
- 3.1.b to include one (1) room for hiring, interviewing, and conferencing purposes during the same months above.

SECTION IV

4.0. *City-Owned Facilities Available To The ASYMCA*

- 4.1. Unless specifically stated herein, the City-owned facilities that are available to the ASYMCA with fees waived, except as provide otherwise herein this MOA, include:

4.1.a. The Multipurpose field(s) at Lions Club Park , located at 1700 E. Stan Schlueter Loop, Killeen, Texas 76542.

- For four (4) months from April to May and September to October of the calendar year for ASYMCA flag football and/or soccer programs.
- 4.2. Notwithstanding anything herein to the contrary, the ASYMCA agree and understand that scheduling for any City facility is subject to standard policy and availability for that specific facility and as coordinated and approved by the facility executive director, or designee.
- 4.3. The ASYMCA agrees and understands that the fees which the City has agreed to waive hereunder this MOA only include the use of the multipurpose field(s), which includes basic set-up/tear down and one (1) supervisor.

SECTION V

5.0. Additional Usage

- 5.1. If either the City or the ASYMCA requests the expansion of the use of additional facilities not described herein above Sections III or IV of this MOA, those requested additional facilities may be made available by either the City or the ASYMCA, whichever applicable, based on mutual agreement and availability of the facility. Notwithstanding anything herein to the contrary, neither the City nor the ASYMCA is under any obligation to consent to waive fees for the use of any additional facilities not covered herein this MOA.

SECTION VI

6.0. Maintenance Of Facilities

- 6.1. Normal maintenance of facilities, including normal repairs, normal upkeep, and normal custodial services shall be the responsibility of the entity that owns the facility. However, the Parties understand and agree that, when using the other Party's facilities, each Party shall leave the other Party's facility in the same condition as it was when the use of the facility began.
- 6.2. Notwithstanding anything herein to the contrary, the Parties understand and agree that each Party shall be responsible for reporting any damage to the other Party's facilities caused by said Party, its employees, agents, and invitees immediately, or as soon as discovered. The Party that owns such damaged facility shall make all necessary repairs and/or replacements, whichever is cheaper and with the same or similar quality. Nevertheless, the Party who caused the damage shall immediately, upon receiving an invoice from the other Party, reimburse said Party for all reasonable expenses paid for the repairing and/or replacing of such damage.

SECTION VII

7.0. Events and Activities Hosted by One Party in the Other Party-Owned Facility

- 7.1. For all events and /or activities in which the ASYMCA is using City-owned facilities under the provisions of this MOA, such events and/or activities shall be considered ASYMCA-sponsored events and/or activities. Further these events and/or activities shall be under the supervision and follow the rules, policies and procedures set by ASYMCA-Designated personnel.
- 7.2. For all events and /or activities in which the City is using ASYMCA-owned facilities under the provisions of this MOA, such events and/or activities shall be considered City-sponsored events and/or activities. Further these events and/or activities shall be under the supervision and follow the rules, policies and procedures set by City-Designated personnel.

SECTION VIII

8.0. Responsibility And Liability

- 8.1. The Parties both acknowledge, understand, and agree that when either Party is using the other Party's facilities hereunder this MOA, each Party shall abide by the other Party's rules and regulations while on the other Party's property. Each Party acknowledges, understands, agrees that each Party shall be responsible for any property damage and for any and all claims, as allowed by the Texas Tort Claims Act, which may arise from such usage of the other Party's facility.
- 8.2. The Parties agree to monitor updates from the Centers of Disease Control and Prevention ("CDC") and the Texas Department of Health & Human Services for health advisories and recommended best practices to maximize safety of all participants and staff; Additionally, the Parties agree to follow all CDC guidance on mitigating the spread of all infectious diseases, outbreaks, and/or other health crisis to include: social distancing, mask wearing; and maintaining clean facilities.

SECTION IX

9.1. Points Of Contact

- 9.2. Unless, otherwise agreed to in writing, the Points of Contract for the Parties bound hereunder this MOA for the implementation and scheduling for use of facilities under the provisions of this MOA shall be as follows herein below. Any contact including emails and other written requests for use of facilities shall be addressed to whomever is, then -

currently, filling the roles assigned below, which updated contact information shall be provided to the then-current Parties in those positions, at any given time.

For the ASYMCA-owned Facilities:

Director of ASYMCA
110 Mountain Lion Dr.
Harker Heights, Texas 76548
254-690-9622

For Parks & Recreation Facilities:

Executive Director of Parks and Recreation
P.O. Box 1329
Killeen, Texas 76502

- 9.3. The Parties acknowledge, affirm, and agree that the Points of Contact listed herein this section are the only persons authorized under this MOA to request a waiver for fees for the usage of the facilities and the only authorized persons to request scheduling for any of the Party's respective events and/or activities if such events and /or activities will be scheduled under the provisions of this MOA. The Parties acknowledge and agree that should either Party's staff be contacted by someone other than the Points of Contact listed hereunder, attempting to request scheduling and/or waiver of fees agreed to hereunder this MOA, neither Party shall be obligated to waive any such fees and that person or entity requesting services from either Party shall be treated as and liable for any and all fees like any other customer requesting those services from that Party.
- 9.4 The Parties acknowledged and agree that all requests for facility usage must be submitted to the above Point of Contact in writing, either to the designated email, as provided after execution of this MOA, or via US Postal Service, return receipt requested, to the above mailing address listed. The Parties agree that it shall be the Point of Contact's responsibility to coordinate the usage of its own facility with their internal staff and the requesting Party and to issue such written approval or denial to such requests as provided herein this MOA.

SECTION X

10.1. *Administrative Procedures and Scheduling*

- 10.2. Without unreasonably withholding of such, and without withholding in a manner that defeats the purpose of this mutually beneficial MOA, the Parties affirm and agree that

ASYMCA events and/or activities shall have scheduling precedence in usage of ASYMCA-Owned Facilities and likewise City events and/or activities shall have scheduling precedence in usage of City-Owned Facilities. Existing agreements between the City and other parties shall take priority in usage. Any scheduling conflicts will be addressed and coordinated 30 days prior to the requested date. Nevertheless, the Parties agree and acknowledge that the purpose of this MOA requires a mutual beneficial effort between the Parties, and therefore each Party will make its best effort to work with its staff to approve the usage of those requested facilities.

- 10.3. The Parties agree that the requesting Party's Point of Contact shall submit a written request to the other Party's Point of Contact **at least thirty (30) days in advance** of the event and/or activity date. Each Party shall be responsible for collaborating with their own personnel to determine if the requested facility is/are or can be made available, and to develop a schedule which both Parties herein can agree.
- 10.4. The Party whose facility is being requested shall provide written notice of the acceptance or denial of such facilities usage request **within ten (10) business days** from the date of receipt of the written request for facilities usage.

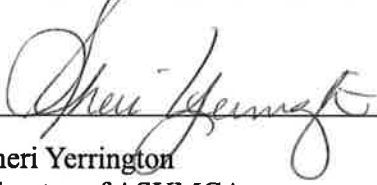
SECTION XI

11.1 *Reporting and Audit Responsibilities*

- 11.2. To ensure the terms for this MOA are calculated in concordant between the Parties, the Parties agree that no later than February 28th of each calendar year this MOA is in effect, each Party shall provide to the other Party a reporting document which shall include the following information:
 - 11.2.a. All requests for the use of a specified facility under the terms of this MOA; and
 - 11.2.b. Whether each such request was granted or denied and reason(s) the facility owner provided for such grant or denial; and
 - 11.2.c. The total amount of fees waived hereunder this MOA.

This Memorandum of Agreement is hereby approved and both representatives who have signed hereunder acknowledge and represent that they each have the authority to sign and bind the City and the ASYMCA, as authorized by their respective governing bodies.

Laurie Wilson
Assistant City Manager



Sheri Yerrington
Director of ASYMCA

ATTEST:

Laura Calcote
City Secretary