

## **MEMORANDUM OF AGREEMENT (MOA)**

### **BETWEEN**

**THE CITY OF KILLEEN, THE CITY OF HARKER HEIGHTS, THE KILLEEN INDEPENDENT SCHOOL DISTRICT, BELL COUNTY AND THE UNITED STATES ARMY GARRISON – FORT HOOD**

### **FOR**

### **THE COMMITTEE FOR CRIME SOLUTIONS**

#### **PURPOSE**

To establish the Committee for Crime Solutions (the “Committee”) with representatives of Killeen, Harker Heights, the Killeen Independent School District, Bell County and the United States Army Garrison – Fort Hood (each an “entity”) to study crime in the area, recommend solutions to decrease crime, and coordinate as well as execute efforts to that end.

#### **GOAL**

To decrease crime in the area, with a focus on safety and quality of life.

#### **AREAS FOR CONSIDERATION**

To develop and implement the Committee, the entities intend to actively cooperate in the following areas:

1. Appoint members who will regularly and meaningfully participate as well as contribute to the purpose and goal of the Committee, including conference calls and meetings (face-to-face or virtual);
2. Develop a work plan for the Committee;
3. Identify potential funding requirements for Committee projects and activities;
4. Develop a mechanism for evaluating and measuring Committee progress; and
5. Provide staff time to support Committee projects and activities.

#### **GOVERNANCE**

The Committee will act as the decision-making body. The Committee will seek cooperation with appropriate public agencies, non-governmental organizations and commercial entities on Committee projects and activities.

As determined by the Committee, other participants may join in an advisory role or as needed to implement projects or initiatives. Such participants may include but not be limited to

community members, youth advocate organizations, faith-based organizations, or civic-based organizations.

#### DECISION MAKING

Any member who, for any reason, cannot support a Committee project or initiative may abstain or withdraw from participation in that project or initiative without repercussion.

#### LIMITATIONS

1. Nothing in this MOA obligates an entity to expend appropriations; enter into any contract, assistance agreement, or interagency agreement; or incur other financial obligations.
2. Each entity paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
3. This MOA does not exempt any entity from its policies regarding competition for financial assistance and contracts. Any endeavor involving Committee funding will be handled in accordance with applicable laws, regulations, policies and procedures, and will be subject to a separate written agreement.
4. This MOA does not create any substantive or procedural right or benefit enforceable by law or equity against any entity, its officers or employees, or against any other person.
5. No one entity claims exclusive rights to the “Committee for Crime Solutions” name, and other entities may join the Committee at any time by signing an MOA addendum.
6. Nothing in this MOA will be construed as a waiver or relinquishment of any entity’s right to claim exemptions, privileges or immunities as may be provided by law.

#### REVIEW OF AGREEMENT

This MOA will be reviewed annually on or around the anniversary of the effective date for financial impacts.

#### MODIFICATION

This MOA may only be modified by the written agreement of the entities and as signed by an authorized representative of each entity.

#### TERM

Unless otherwise agreed by the entities, this MOA will expire on December 31, 2024. Any entity may terminate its participation in this MOA at any time by notifying the Committee with a written notice signed by an authorized representative of the entity.

#### EFFECTIVE DATE

This MOA takes effect on the day after the final party has signed.

AGREED:

\_\_\_\_\_  
City of Killeen                      Date

\_\_\_\_\_  
City of Harker Heights                      Date

\_\_\_\_\_  
Killeen Independent                      Date  
School District

\_\_\_\_\_  
United States                      Date  
Army Garrison (Fort Hood)

\_\_\_\_\_  
Bell County                      Date

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