

MEMORANDUM OF UNDERSTANDING
Aledo ISD and Parker County Economic Development Council

This Memorandum of Understanding (“Memorandum”) is entered into by the Aledo Independent School District (“District”) and the Parker County Economic Development Council (“Council”), collectively the “Parties,” subject to the terms and conditions set forth herein:

I. RECITALS

WHEREAS, the Council is a nonprofit association exempt from taxation pursuant to Internal Revenue Code §501(c)(6) and in good standing under state and federal laws;

WHEREAS, the Council is organized and operated as a public-private partnership to promote business opportunities and to strengthen and grow a vibrant and diverse economic future for Parker County;

WHEREAS, the Council provides services in Parker County by assisting with site location, providing industry and demographic information, connecting with resources for job training and continued education; facilitating interagency cooperation on projects; assisting with identifying applicable tax benefits or incentives and making referrals to key players.

WHEREAS, the District values and benefits from the Council’s services that directly and indirectly benefit students and staff;

WHEREAS, The District’s Board of Trustees finds that this memorandum results in serving a legitimate public purpose and is subject to on-going District monitoring and sufficient controls to ensure that the District’s obligations under this memorandum provide an ongoing public benefit; and

WHEREAS, the District and Council seek to continue this mutually beneficial relationship and facilitate their cooperative work together to maximize benefits provided to the District in an efficient and economical manner and memorializing the relationship, interaction, and cooperation of the Parties.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, the District and the Council agree as follows:

II. TERM

- A. The term of this MEMORANDUM shall be for one year and commence on April 20, 2020 and will end on April 20, 2021, and may be renewed annually for a one-year term by majority vote of each Party’s governing board no later than March 31st of each succeeding year or until terminated.

- B. Either Party may terminate this contract with thirty (30) days' written notice to the other Party prior to the expiration of the applicable term.

III. OBLIGATIONS

A. Council shall:

1. assist the District with locating and securing sites for future District facilities;
2. assist the District by sharing information, as permitted, regarding future residential and commercial development and demographic information;
3. assist the District in identifying current and future local industry needs for future workforce;
4. assist the District in identifying applicable tax benefits and incentives related to future development;
5. facilitate interagency cooperation on projects, and include the District in such;
6. provide annual reports to the District, to include any annual summary report and the annual financial report of the Council; and
7. place on the Board of the Council the Superintendent of the District or the Superintendent's designee.

B. District shall:

1. pay \$15,000.00 annually to the Council for the services rendered by the Council under this MEMORANDUM. Payment shall be made by May 1, 2020; and
2. participate as a member of the Council with a representative on the Board of the Council, and engage cooperatively with the Council in promoting sound development of the District in an effort to strengthen and grow a vibrant and diverse economic future for Parker County.

IV. GENERAL TERMS AND CONDITIONS

- A. This memorandum constitutes the entire understanding between the parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter hereof which are not fully expressed herein. This memorandum may not be modified or amended except by written agreement executed by the parties hereto.
- B. No amendment, modification, or alteration of the terms of this memorandum shall be binding unless it is in writing, dated subsequent to the date of this memorandum, and duly executed by the Parties.

- C. Nothing in this memorandum will be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any outside party. District does not waive, modify or alter to any extent whatsoever the availability of any defense of immunity under the laws of the State of Texas.
- D. All notices required hereunder shall be sent to the Parties at the following addresses by hand delivery, U.S. mail, facsimile, or other commercially acceptable method:

For COUNCIL:

Executive Director
Parker County Economic Development Council
400 I-20 West Suite 101
Weatherford, Texas 76086

For District:

Superintendent
Aledo Independent School District
1008 Bailey Ranch Road
Aledo, TX 76008

- E. Resolution of disputes arising from, related to or concerning this memorandum or its implementation shall first be attempted at the local level. The specific issues involved in the dispute and possible solutions shall be identified and referred to local personnel authorized to make such decisions under the District's complaint process as necessary to resolve the dispute. If a resolution is not reached after the exhaustion of each District's complaint procedure, the dispute shall be referred to mediation as a condition precedent to the initiation of any legal proceedings. The Parties will bear their own fees and costs arising from or related to informal resolution efforts and/or mediation. The Parties shall agree to the appointment of a licensed attorney to conduct mediation.
- F. This memorandum shall be governed by the laws of the state of Texas, which state shall also be deemed the place where this memorandum was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the memorandum, the exclusive forum, venue, and place of jurisdiction shall also be the County of Parker unless otherwise agreed in writing by the Parties.
- G. COUNCIL AGREES TO FULLY RELEASE AND INDEMNIFY, DEFEND, AND HOLD HARMLESS DISTRICT, ITS PAST, PRESENT AND FUTURE TRUSTEE, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AGAINST AN**

FROM ANY ALL EXPENSES, COSTS, FEES, INJURIES, DAMAGES, CLAIMS, JUDGMENTS, AND LIABILITIES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER MADE BY OR ON BEHALF OF COUNCIL OR OTHER PERSON OR ENTITY, ARISING OR CAUSE OR RELATED TO THIS MEMORANDUM OR ATTRIBUTABLE TO THE PERFORMANCE OF THIS MEMORANDUM OR THE ACTIVITIES REFERENCED HEREIN, IN WHOLE OR IN PART, INCLUDING THOSE ALLEGING THE INTENTIONAL OR NEGLIGENT ACT(S) OR OMISSION(S) OF THE DISTRICT, ITS PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES. THIS INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS MEMORANDUM WITH RESPECT TO ANY SUCH EXPENSES, COSTS, FEES, CLAIMS, JUDGMENTS, AND LIABILITIES WHICH ARISE OUT OF OR ARE ATTRIBUTABLE TO THE PERFORMANCE OF THIS MEMORANDUM OR THE ACTIVITIES REFERENCED HEREIN.

- H. This memorandum inures to the benefit of and obligates only the parties executing it. No term or provision of this memorandum shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this memorandum.
- I. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of employment, principal and agent, partnership, joint venturers or any other similar such relationship between the parties hereto.
- J. Neither Party may assign their duties or interests in this memorandum except upon receiving the prior written consent of the other Party.
- K. In the event that any one or more of the provisions contained in this memorandum is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the remaining provisions.
- L. This memorandum shall be approved by the governing bodies of the Council and of the District.
- M. The signatories to this memorandum represent and warrant that they have the authority to execute this memorandum on behalf of the Council and the District, respectively.

N. This memorandum may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute the same instrument.

This memorandum is dated and effective as of the latest signature date below:

ALEDO INDEPENDENT SCHOOL DISTRICT:

BY: _____
Hoyt Harris, Board President Date

PARKER COUNTY ECONOMIC DEVELOPMENT COUNCIL:

BY: _____
President Date

Printed Name