

PUBLIC NOTICE

DEVELOPMENT CORPORATION OF ABILENE, INC.

A regular meeting of the Development Corporation of Abilene, Inc. will be held on Tuesday, September 10, 2019, at Develop Abilene conference room, 174 Cypress St., 3rd floor, Abilene, Texas, commencing at 1:30 p.m. to consider the following agenda:

SIGNED:


Misty Mayo, CEO

AGENDA

September 10, 2019
1:30 p.m.

Develop Abilene Conference Room
174 Cypress St., 3rd floor

1. Call the meeting to order.
2. Approval of minutes from the August 15, 2019 board meeting.
3. Financial report for July 2019.
4. Executive Session:
The DCOA reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code Sections:
 1. 551.071 (Consultation with Attorney)
 - A. Lease negotiations for land and buildings/hangars at the Abilene Regional Airport.
 - B. Agreement with City of Abilene for use of the DCOA's street expenditure funds for 2020
 - C. FY20 contracts with:
 - i. City of Abilene for Airport Business Development
 - ii. Abilene Chamber of Commerce for Military Affairs
 - iii. America's Small Business Development Center
 - iv. Abilene Industrial Foundation
 - v. ACU Griggs Center for BE in Abilene Program
 - vi. Abilene Education Foundation for the *NEXT* University Program
 2. 551.072 (Deliberations about Real Property)
 - A. Sale/lease of property in Five Points Business Park
 - B. Acquisition of property and/or land in West Abilene
 - C. Acquisition of property in Central Abilene
 - D. Acquisition of parcels of land in East Abilene
 3. 551.074 (Personnel Matters)

4. 551.087 (Business Prospect/Economic Development)
 - A. Project Peanut
 - B. Project Mayday

- 5 Discussion and possible approval of FY20 contracts with:
 - A. City of Abilene for Airport Business Development
 - B. Abilene Chamber of Commerce for Military Affairs
 - C. America's Small Business Development Center
 - D. Abilene Industrial Foundation
 - E. ACU Griggs Center for BE in Abilene Program
 - F. Abilene Education Foundation for the NEXTUniversity Program

6. Discussion of the next board meeting date.

7. Adjournment.

CERTIFICATE

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of Abilene, Texas, on this 6th day of September, 2019, at 4:05 p.m.



Assistant City Secretary

NOTICE

Persons with disabilities who would like special assistance or need special accommodations to participate in this meeting should contact the Development Corporation of Abilene, Inc., (325) 6766390, at least forty-eight (48) hours in advance of this meeting. Telecommunication device for the deaf is (325) 676-6360.

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DEVELOPMENT CORPORATION OF ABILENE, INC.
BOARD MEETING MINUTES
August 15, 2019

MEMBERS PRESENT:	John Beckham Seaton Higginbotham	Jack Rich Vic Corley
MEMBER ABSENT:	Sam Vinson	
STAFF PRESENT:	Charlie Dromgoole	Kim Tarrant
GUESTS PRESENT:	Mark Zachary Chris Shelton Justin Jaworski	McMahon Surovik Suttle, PC McMahon Surovik Suttle, PC Abilene Industrial Foundation

1. CALL THE MEETING TO ORDER: President John Beckham called the meeting to order at 1:31 p.m. at 174 Cypress St., 3rd floor conference room, Abilene, Texas.

2. APPROVAL OF MINUTES FROM THE JULY 17, 2019 BOARD MEETING: Jack Rich moved to approve the minutes from the July 17, 2019, board meeting. Seaton Higginbotham seconded, and the motion carried.

3. SALES TAX REPORT FOR AUGUST 2019 AND FINANCIAL REPORT FOR JUNE 2019: Kim Tarrant, Chief Operating Officer of the DCOA, presented the sales tax report for August 2019. The sales tax rebate for August is \$4,411,261.09 which represents June sales. Economic Development received \$1,102,815.27, which is 1.02% below last year and 8.09% above the projected FY19 budget amount. Of this rebate, \$87,376.73 is from prior periods, audit payments, future payments and unidentified payments. For the period of October through August, sales tax is 1.77% above last year and 5.73% above the approved FY19 budget amount.

The DCOA's total current assets as of June 30, 2019 were \$33,043,612. The June revenues totaled \$1,100,093 and total expenditures were \$475,621 with \$339,466 being spent on ten different projects.

4. EXECUTIVE SESSION I: I hereby announce we are going into Executive Session pursuant to Texas Government Code Sections 551.071, 072, 074 and 087 to consult with our legal counsel, discuss real property transactions, personnel matters, and discuss economic development negotiations involving a business prospect, as set forth on the agenda. Any vote or action will be taken in open session.

President John Beckham announced the date is August 15, 2019 and the time is 1:37 p.m. Later, President Beckham announced the date is still August 15, 2019 and the time is 3:25 p.m. No vote or action was taken in Executive Session.

5. DISCUSSION AND POSSIBLE APPROVAL OF A RESOLUTION AUTHORIZING THE PURCHASE OF LAND IN WEST ABILENE (DIFFERENT PROPERTY THAN THAT PREVIOUSLY DESCRIBED AS LAND IN WEST ABILENE: No discussion or action was taken in reference to this item.

6. DISCUSSION AND POSSIBLE APPROVAL OF A RESOLUTION AUTHORIZING AN AMENDMENT TO THE INTERIM CEO AGREEMENT WITH CHARLIE DROMGOOLE: John Beckham presented a request to amend Charlie Dromgoole's contract as DCOA's Interim CEO to retain his services for an additional month and change his position from Interim CEO to Advisor to the CEO. Mr. Dromgoole will commit to making at least one trip to Abilene during the month and will be available by phone and email during the transition period to Misty Mayo, the remainder of the DCOA staff and Board members.

Seaton Higginbotham moved to approve resolution DCOA-2019.28 approving the Amendment to the employment contract with Charlie Dromgoole for an additional month as Advisor to the CEO. Vic Corley seconded and the motion passed.

7. DISCUSSION AND POSSIBLE APPROVAL OF A DCOA REVISED BUDGET FOR FY 2019 AND NEW BUDGET FOR FY 2020: President Beckham turned the budget discussion over to Kim Tarrant, Chief Operating Officer. Mrs. Tarrant went over the budget line items and explained to the board the request was to approve the Revised Budget for FY 2019 and the Proposed Budget for FY 2020. Revenue for FY 2019 would go up by \$5.4 million due to the anticipated settlement payment from the 2014 hail damage insurance claim. Revenue for FY 2020 is projected to be \$13,839,584. Included in the Business Services budget is money for the DCOA's 30th Anniversary Celebration luncheon scheduled for November 19, 2019 at the Abilene Convention Center. After further discussion, President Beckham called for a vote. Mark Zachary reminded the board that they are governed by Section 22.230 of the Texas Business Organizations Code (TBOC) which provides for contracts or transactions involving interested directors, officers and members, and if any board member works in a managerial capacity or has a financial interest in an entity that is involved in a matter that comes before the board, the board member is not prohibited from participating in the discussion or voting on the item (with an exception noted in the TBOC concerning voting to make a loan to a director). However, before discussing and voting on the item, it is recommended that the board member disclose the interest in the other organization(s) to the board. Seaton Higginbotham declared he is Chairman of the Abilene Chamber of Commerce and a member on the Abilene Industrial Foundation board.

Seaton Higginbotham moved to approve the Revised FY 2019 Budget and the Proposed FY 2020 Budget as presented. Vic Corley seconded and the motion passed.

8. DISCUSSION OF NEXT MONTHLY BOARD MEETING: President Beckham announced the next scheduled meeting of the DCOA Board will be on September 10, 2019, at 1:30 p.m.

9. **ADJOURNMENT:** There being no further business the meeting was adjourned.

John Beckham, President

<https://dcoa.sharepoint.com/Shared Documents/DCOA/Minutes/FY19/2019-08-15.docx>

DEVELOPMENT CORPORATION OF ABILENE
STATEMENT OF NET POSITION
July 31, 2019 and 2018

	<u>July</u> <u>2019</u>	<u>July</u> <u>2018</u>
Current Assets:		
Cash and cash investments	\$ 26,415,776	\$ 27,165,939
Accounts receivable	4,466,848	2,606,933
Due from other governments	<u>1,983,177</u>	<u>1,834,074</u>
Total Current Assets	<u>32,865,801</u>	<u>31,606,946</u>
Noncurrent Assets:		
Notes receivable, net	2,692,934	2,952,933
Notes receivable - earning economic incentives	9,812,027	11,246,190
Capital assets	60,410,934	63,885,149
Accumulated depreciation	<u>(14,132,185)</u>	<u>(15,831,323)</u>
Total capital assets, net	<u>46,278,749</u>	<u>48,053,826</u>
Total Noncurrent Assets	<u>58,783,710</u>	<u>62,252,949</u>
Total Assets	<u>\$ 91,649,511</u>	<u>\$ 93,859,895</u>
Liabilities		
Current:		
Accounts payable	\$ 38,979	\$ 13,855
Accrued expenses	<u>1,789,830</u>	<u>2,606,933</u>
Total Current Liabilities	<u>1,828,809</u>	<u>2,620,788</u>
Total Liabilities	<u>1,828,809</u>	<u>2,620,788</u>
Net Position		
Net Investment in capital assets	46,278,749	48,053,826
Restricted for contractual obligations	16,790,875	7,655,421
Unrestricted, designated for purposes of trust	<u>26,751,078</u>	<u>35,529,860</u>
Total Net Position	<u>89,820,702</u>	<u>91,239,107</u>
Total Liabilities and Net Position	<u>\$ 91,649,511</u>	<u>\$ 93,859,895</u>

DEVELOPMENT CORPORATION OF ABILENE
SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
For the ten months ending July 31, 2019 and 2018

	July 2019	Fiscal YTD 2019	Fiscal YTD 2018
Revenues:			
Sales and use taxes	\$ 934,495	\$ 9,631,539	\$ 9,433,714
Investment earning	52,423	562,899	433,608
Building rental / land lease	96,798	945,346	891,295
Sale of Building	-	-	1,491,496
Miscellaneous revenue	-	9,420	96,855
Total Revenues	<u>1,083,716</u>	<u>11,149,204</u>	<u>12,346,968</u>
Expenses:			
Economic Development Projects	1,502,221	6,001,622	4,074,125
Life Sciences property maintenance	-	-	162,744
DCOA property maintenance	47,530	544,003	282,723
Abilene Industrial Foundation	39,625	494,706	496,335
TTU Small Business Development Center	16,781	150,131	161,944
Chamber Military Affairs	-	158,497	142,929
Airport Business Development Manager	5,867	107,882	95,215
ACU Griggs Center	29,086	29,086	
Economic Development Operating Division	53,938	728,968	830,685
Total Expenditures	<u>1,695,048</u>	<u>8,214,895</u>	<u>6,246,700</u>
Changes In Net Position	(611,332)	2,934,309	6,100,268
Net Position at Beginning of Period	<u>90,432,034</u>	<u>86,886,393</u>	<u>85,138,839</u>
Net Position at End of Period	<u>\$ 89,820,702</u>	<u>\$ 89,820,702</u>	<u>\$ 91,239,107</u>

Summary of Current Period Economic Development Projects:	
EASI De-fuel Truck	\$ 1,950
Coca Cola - Principal Reduction	616,356
Industrial Maintenance Training (AISD)	272
Prairie Dog Pet Products	6,105
5 Pts Bus Park Repairs/Cleanup	51,026
Fulwiler Property Re-roof Design	4,658
Vine St. Roof Project	115,829
Abilene Education Foundation	4,690
Interim CEO	12,974
CEO Search Firm 2019	10,195
WF Solutions High Demand Job Training	31,658
Airport Roofing Project	622,508
Airport - Aerospace Cluster Study	24,000
Total	<u>\$ 1,502,221</u>

**Development Corporation of Abilene
Economic Program Status
As of July 31, 2019**

Economic Programs:	Project	Amount Budgeted	Prior Years Disbursement	Current Year Disbursement	Balance reserved for budgeted programs
Murf Systems	4998	\$ 237,240	\$ 237,240	\$ -	\$ -
TTU 842 Pine	5308	1,020,231	1,020,231	-	-
TTUHSC School of Nursing	5331	1,614,989	1,614,989	-	-
Hangar Doghouses A/E	5348.1	423,000	352,301	-	70,699
EASI De-Fuel Truck	5354	158,360	125,000	17,550	15,810
5 Pts RR Expansion	5363.1	30,800	24,320	-	6,480
BWJ Consulting	5382	614,109	529,109	85,000	-
Coca Cola Refreshments	5387	1,232,712	616,356	616,356	-
Martin Sprocket & Gear	5388	160,000	160,000	-	-
Industrial Maintenance Training AISD	5389	162,154	112,154	18,944	31,056
Lone Star Canvas	5390	10,067	-	10,067	-
Abimar Foods 2015	5391	900,000	600,000	300,000	-
TTUHSC School of Public Health	5393	836,328	836,328	-	-
Praire Dog Pet Products	5394	7,500	-	7,500	-
Broadwind Towers	5400	-	-	-	-
TSTC New Abilene Campus	5401	4,179,600	579,600	-	3,600,000
Donald Hardin, Jr. Service Contract	5405	28,500	25,500	3,000	-
Access Business Park A/E	5406	64,150	64,051	-	99
Access Business Park Ph 1 Development	5406.1	1,258,101	644,506	496,252	117,343
BE In Abl Grant	5407	250,000	-	-	250,000
Dyess-TMPC Grant Match	5408	198,880	-	-	198,880
5 Pts Purchase Zoltek Property	5410	5,065,000	4,897,522	125,769	41,709
5 Pts. Business Park Repairs/Cleanup	5410.1	1,000,000	-	970,502	29,498
Fulwiler Property Re-Roof Design	5410.2	134,658	-	4,658	130,000
BrightFarms/TEX Greenhouse	5412	-	-	-	-
Streetlights - 5 Points	5413	66,978	-	66,978	-
Dyess JLUS	5414	15,617	15,617	-	-
Vine St. Roof Project	5415	1,789,830	1,350	1,551,243	237,237
City Street Maintenance	5416	8,500,000	-	-	8,500,000
ACU NEXT Lab	5417	300,000	-	300,000	-
Abilene Educ Foundation	5418	51,437	-	39,258	12,179
Hardin Simmons Universtiy	5419	250,000	-	250,000	-
842/834 Pine St	5420	4,857	-	4,857	-
Interim CEO	5421	108,000	-	84,988	23,012
N 1st Land Purchase	5422	92,005	-	92,005	-
CEO Search Firm 2019	5423	40,000	-	35,788	4,212
Workforce Solutions High Demand Job Training	5424	31,658	-	31,658	-
Airport Roofing Project	5425	1,976,786	-	865,249	1,111,537
FDLIC	5426	1,035,000	-	-	1,035,000
Chamber 2020 Census	5427	100,000	-	-	100,000
Airport-Aerospace Cluster Study	5428	55,000	-	24,000	31,000
Subtotal Economic Program Obligation Reserve		\$ 34,003,547	\$ 12,456,174	\$ 6,001,622	\$ 15,545,751
Plus Administrative Division Obligations:					
Economic Development Operating Division	Division 2760	1,039,919	-	728,968	310,951
DCOA Property Maintenance	Division 2775	857,210	-	544,003	313,207
Abilene Industrial Foundation	Division 2775	692,275	-	494,706	197,569
TTU Small Business Dev Center	Division 2775	245,000	-	150,131	94,869
Chamber Military Affairs	Division 2775	397,000	-	158,497	238,503
Airport Business Development Manager	Division 2775	191,993	-	107,882	84,111
ACU Griggs Center	Division 2775	35,000	-	29,086	5,914
Subtotal Administrave Divisions Obligation Reserve		\$ 3,458,397	\$ -	\$ 2,213,273	\$ 1,245,124
Total reserve for obligated programs					\$ 16,790,875
DCOA Board approved projects waiting for signed contracts:					
JLUS Implementation		\$ 55,000		Expiration Date 12/10/2019	
Staff Retention Bonuses		12,500		09/19/2019	
Ford F350 PU w/Utility Bed		45,878		11/23/2019	
		<u>\$ 113,378</u>			

3.3

**Development Corporation of Abilene
Revenue and Expense
Budget vs Actual Comparison
October 2018 - July 2019**

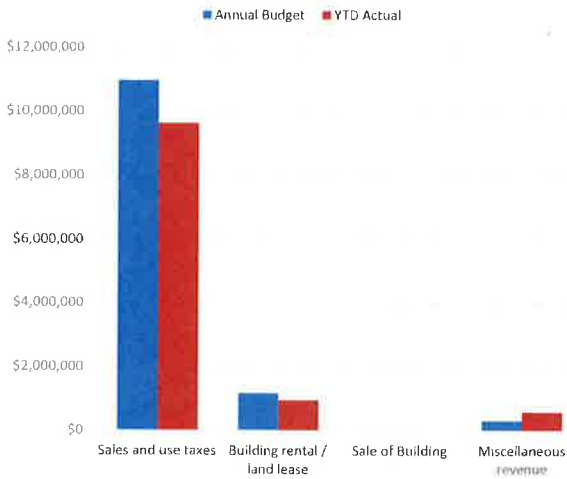
Revenue

	Annual Budget	YTD Actual	% of Budget
Sales and use taxes	10,981,812	9,631,539	88%
Building rental / land lease	1,162,257	945,346	81%
Sale of Building	-	-	-
Miscellaneous revenue	300,000	572,319	191%
Revenue	12,444,069	11,149,204	90%

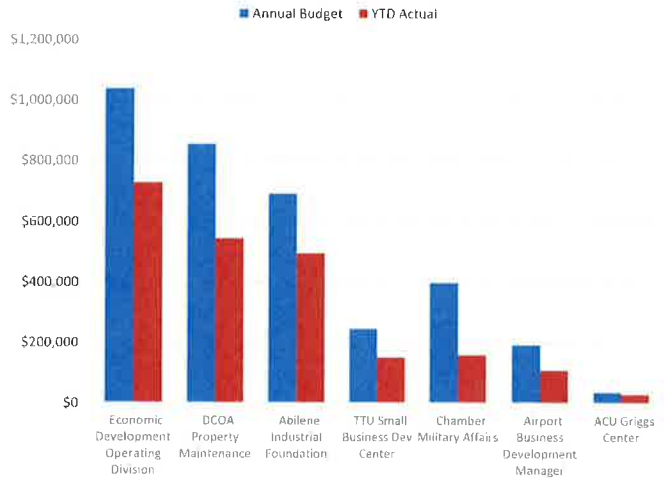
Expenses

	Annual Budget	YTD Actual	% of Budget
Economic Development Operating Division	1,039,919	728,968	70%
DCOA Property Maintenance	857,210	544,003	63%
Abilene Industrial Foundation	692,275	494,706	71%
TTU Small Business Dev Center	245,000	150,131	61%
Chamber Military Affairs	397,000	158,497	40%
Airport Business Development Manager	191,993	107,882	56%
ACU Griggs Center	35,000	29,086	83%
Expenses	3,458,397	2,213,273	64%

FY 19 Budget vs Actual Revenue



FY 19 Budget vs Actual Expenses



DEVELOPMENT CORPORATION OF ABILENE, INC.
BOARD AGENDA
MEETING DATE: September 10, 2019

PROJECT: DCOA FY20 Contract Renewals

STAFF: Misty Mayo, CEO

GENERAL INFORMATION:

Since 1990, the DCOA has contracted with various agencies to perform services that assist with accomplishment of several of its goals, stated below:

1. To make Abilene competitive in the attraction of business and industry in order to create new, sustainable jobs.
2. To facilitate the creation of new jobs and retention of existing jobs by providing assistance to existing and emerging businesses.
3. To strengthen and expand the skills of the Abilene labor force in coordination with local employers.
4. To strengthen and revitalize downtown Abilene.
5. To increase the number and size of minority-owned, woman-owned, small and entrepreneurial businesses in Abilene.
6. To effectively administer the sales tax revenue.

The board provides annual funding for certain services performed by the Abilene Industrial Foundation (AIF), the City's Airport Business Development Management Program, Chamber of Commerce Military Affairs, America's Small Business Development Center (SBDC), Abilene Christian University Griggs Center (ACU Griggs) for the BE in Abilene program, and Abilene Education Foundation for the *NEXT*University program.

SPECIAL CONSIDERATIONS:

In August of this year, the board approved a FY20 budget that included funding for these agencies totaling \$1,730,391 as follows:

- Abilene Industrial Foundation - \$771,525
- Chamber Military Affairs - \$437,000
- City for Airport Business Development Management - \$198,081
- America's Small Business Development Center - \$253,000 (including \$53k for BE in Abilene support)
- ACU Griggs Center (BE in Abilene) - \$27,500
- Abilene Education Foundation for *NEXT*University - \$43,285

Staff is submitting five (5) renewal performance contracts for the board's approval; City of Abilene Airport Business Development Management Program, Chamber of Commerce Military Affairs, Small Business Development Center, ACU Griggs Center, and Abilene Education Foundation. Also being submitted is a Third Amendment to the Abilene Industrial Foundation's FY18 contract, which extends the contract period through March 31, 2020.

FISCAL IMPACT:

Individual budget items were approved in the Proposed FY20 budget by DCOA on August 15, 2019:

Abilene Industrial Foundation	\$ 771,525
City Airport Business Development Management Program	\$ 198,081
Chamber of Commerce Military Affairs	\$ 437,000
Small Business Development Center	\$ 253,000
ACU Griggs Center for BE in Abilene	\$ 27,500
Abilene Education Foundation for <i>NEXT</i> University	\$ 43,285
TOTAL	\$1,730,391

STAFF RECOMMENDATION:

Staff recommends the Board approve the FY20 contract renewals with the agencies listed above and authorize the CEO to execute on the DCOA's behalf.

ATTACHMENT:

FY20 contracts with:

- Abilene Industrial Foundation (FY18 contract amendment)
- City Airport Business Development Management Program
- Chamber of Commerce Military Affairs
- Small Business Development Center
- ACU Griggs Center for BE in Abilene
- Abilene Education Foundation for *NEXT*University

<https://dcoa.sharepoint.com/Shared Documents/DCOA/Meeting Memos/FY2019/FY20 DCOA Annual Contracts 09-10-19.docx>

**THIRD AMENDMENT TO CONTRACT BETWEEN
DEVELOPMENT CORPORATION OF ABILENE, INC.
AND
ABILENE INDUSTRIAL FOUNDATION, INC.**

This agreement amends the FY18 contract effective October 1, 2017, by and between the **Development Corporation of Abilene, Inc. (“DCOA”)**, by and acting through its Chief Executive Officer with headquarters located at 174 Cypress St., Ste. 301, Abilene, Texas, 79601, and **Abilene Industrial Foundation, Inc. (“AIF”)**, located at 174 Cypress St., Ste. 300, Abilene, Texas, 79601 (the “Contract”).

WHEREAS, the Contract was previously amended by the First Amendment to Contract Between Development Corporation of Abilene, Inc. and Abilene Industrial Foundation, Inc. effective September 30, 2018, which extended the expiration date to March 31, 2019, and increased the contract amount to \$1,280,644.

WHEREAS, the Contract, as previously amended, also provides that DCOA will reimburse AIF up to \$1,280,644 (\$945,916 for operating and \$334,728 for marketing) in accordance with the actual FY18 expenses and the FY19 budget.

WHEREAS, reimbursed to AIF in FY18 was a total amount of \$588,369 (operating of \$428,141 and marketing of \$160,228), which when added to the FY19 budget of \$692,275 (\$517,775 for operating and \$174,500 for marketing) results in the amount of \$1,280,644.

WHEREAS, the Contract was amended again by the Second Amendment to the Contract Between Development Corporation of Abilene, Inc. and Abilene Industrial Foundation, Inc. effective March 31, 2019, which extended the Contract expiration by another six (6) months to September 30, 2019; and,

WHEREAS, this amendment is effective October 1, 2019 and extends the Contract expiration by another six (6) months to March 31, 2020 and clarifying the AIF’s role in the *NEXT*University program.

NOW THEREFORE, THE DEVELOPMENT CORPORATION OF ABILENE, INC. AND THE ABILENE INDUSTRIAL FOUNDATION, INC. AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Section “II. Duties” subsection A.1. is hereby amended as follows:

1. Reimburse AIF for certain funds expended for operation of the AIF associated with promoting and marketing Abilene and vicinity during the extension period through March 31, 2020 in an amount not to exceed Seven Hundred Thousand Seventy-one Five Hundred Twenty-Five and no/100’s Dollars (\$771,525.00) in accordance with the FY20 budget attached hereto as Exhibit A. Funding described herein shall be limited to activities beginning October 1, 2019 and ending on March 31, 2020, as follows:

- Operating expenses \$547,025
- Marketing activities \$224,500

Expenses shall be reimbursed to the AIF no later than 14 days after receipt of invoices detailing eligible expenses incurred, subject to reimbursement under this contract.

2. Section "II. Duties" subsection B. is hereby amended as follows:

3. Oversee the *NEXT*University program by providing coordination and training services between and to the Abilene Education Foundation, Cisco College and TSTC to avoid delays and potential confusion regarding roles.

4. When appropriate, utilize the DevelopAbilene logo in all marketing to maximize the effectiveness of the financial support from the DCOA and to support the partnership between the DevelopAbilene partners.

Items formerly numbered 3 through 15 are renumbered 5 through 17.

3. Section "III. Duration, Termination" is hereby amended as follows:

This contract may be terminated by the DCOA or AIF in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the DCOA or the AIF. Termination will be effective 60 days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and specifying that the contract shall be terminated 60 days after receipt by the notified party. If no notice of termination is received from either party prior to February 1, 2020, this contract expires without notification on March 31, 2020.

4. All other terms and conditions of the Contract that are not hereby amended are to remain in full force and effect.

Development Corporation of Abilene, Inc.

Abilene Industrial Foundation, Inc.

By: _____
Misty Mayo, CEO

By: _____
Douglas Peters, President and CEO

Date: _____

Date: _____

Approved as to form:

Mark Zachary, Attorney

<https://dcoa.sharepoint.com/Shared Documents/DCOA/Annual Contracts/Abilene Industrial Foundation/FY 2020/Third Amendment to FY18 AIF Contract eff 10-01-19.docx>

EXHIBIT A

Abilene Industrial Foundation
Budget Comparison

	2019-2020 Budget	2018-2019 Budget	Net Change
Income			
DCOA Operating	\$ 547,025	\$ 517,775	\$ 29,250
DCOA Marketing	\$ 224,500	\$ 174,500	\$ 50,000
Fund Drive*	\$ 100,000	\$ 100,000	\$ -
Other Income*			\$ -
Total Income	\$ 871,525	\$ 792,275	\$ 79,250
Expenses			
Programs and Services Expenses			
Equipment Purchases	\$ 7,000	\$ 3,600	\$ 3,400
Prospect Development	\$ 60,000	\$ 60,000	\$ -
Special Functions	\$ 1,000	\$ 1,000	\$ -
Fund Drive Expenses*	\$ 500	\$ 500	\$ -
New Initiatives*	\$ 29,500	\$ 29,500	\$ -
Marketing Expenses			
Advertisements	\$ 50,000	\$ 25,000	\$ 25,000
BE in Abilene	\$ 20,000	\$ 20,000	\$ -
Marketing Materials	\$ 50,000	\$ 25,000	\$ 25,000
Website	\$ 2,500	\$ 2,500	\$ -
Memberships and Affiliations	\$ 15,000	\$ 15,000	\$ -
Local Communications	\$ 6,000	\$ 6,000	\$ -
Direct Mail	\$ 1,000	\$ 1,000	\$ -
Site Consultant Activity	\$ 25,000	\$ 25,000	\$ -
Business Retention Activity	\$ 15,000	\$ 15,000	\$ -
Trade Shows and Conferences	\$ 20,000	\$ 20,000	\$ -
Workforce Marketing	\$ 20,000	\$ 20,000	\$ -
Total Marketing Expenses	\$ 224,500	\$ 174,500	\$ 50,000
Total Programs and Services Expenses	\$ 322,500	\$ 269,100	\$ 53,400
Administrative Expenses			
Accounting	\$ 9,600	\$ 9,600	\$ -
Auditing & Legal	\$ 2,800	\$ 2,000	\$ 800
Automobile	\$ 1,000	\$ 1,000	\$ -
Office Supplies	\$ 3,600	\$ 3,600	\$ -
Repair & Maintenance	\$ 1,000	\$ 1,000	\$ -
Postage	\$ 2,000	\$ 2,000	\$ -
Printing	\$ 2,000	\$ 2,000	\$ -
Telephone & Internet	\$ 8,000	\$ 8,000	\$ -
Rental of Facility	\$ 27,300	\$ 26,000	\$ 1,300
Property Tax	\$ 500	\$ 500	\$ -

Abilene Industrial Foundation

Budget Comparison

Equipment Rental	\$	3,200	\$	2,200	\$	1,000
Dues & Subscriptions	\$	3,000	\$	3,000	\$	-
Travel & Professional	\$	5,800	\$	5,800	\$	-
Property Insurance	\$	2,625	\$	2,625	\$	-
Liability Insurance	\$	600	\$	600	\$	-
Sundry*	\$	2,000	\$	2,000	\$	-
Computer Services	\$	5,200	\$	4,000	\$	1,200
Total Administrative	\$	80,225	\$	75,925	\$	4,300
Staff Expenses						
Contract Services/Temporary Services	\$	3,600	\$	3,600	\$	-
Salaries	\$	310,000	\$	305,000	\$	5,000
Payroll Tax	\$	22,500	\$	20,500	\$	2,000
Group Insurance	\$	34,000	\$	28,000	\$	6,000
Retirement	\$	23,500	\$	15,000	\$	8,500
Unemployment Tax	\$	1,200	\$	850	\$	350
Worker's Comp	\$	1,000	\$	1,800	\$	(800)
Professional Development	\$	5,000	\$	5,000	\$	-
Moving and Hiring	\$	-	\$	-	\$	-
Governmental Affairs/Legislative*	\$	68,000	\$	68,000	\$	-
Total Staff Expenses	\$	468,800	\$	447,750	\$	21,050
Total Expenses	\$	871,525	\$	792,775	\$	78,750
Net Income	\$	-	\$	(500)	\$	500

*Private funds are not associated with the Development Corporation of Abilene

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TAYLOR X

THIS AGREEMENT, effective the 1st day of October, 2019, by and between the **City of Abilene**, a municipal corporation, situated in Taylor and Jones Counties, Texas, acting by and through its City Manager, (hereinafter referred to as "CITY"), and the **Development Corporation of Abilene, Inc.** (hereinafter referred to as "DCOA") acting by and through its President and in accordance with the Development Corporation Act of 1979, as amended:

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

That the City agrees to administer the Airport Business Development Management Program designed to build activity within the Abilene Regional Airport’s business segments.

The City also agrees to provide, for no additional amount of assistance from the DCOA, access to the number of parking spaces in the Airport’s covered parking lot at the far north end needed to accommodate parking by employees of Eagle Aviation Services, Inc. (“EASI”).

II. DUTIES

A. CITY AGREES TO:

1. Continue to develop the Business Development Management Program at the Abilene Regional Airport by:
 - a. Participating in major area trade shows and continuing the community outreach efforts by seeking speaking engagements to civic groups throughout our 16-county catchment area that highlight the operations of the airport, construction updates, air service needs and fare comparisons, and
 - b. Marketing the airport amenities and upgrades using a variety of medium including digital media campaign, television, radio, billboards, individual events, sponsorships, publications, and social media promotions, and
 - c. Continuing the ABI-VIP Passenger Rewards Program to encourage air travel from Abilene.
 - d. Continuing to work with the air service consultant to retain the current air service and explore new service.
 - e. Attend air service development conference(s).

2. When appropriate, utilize the DevelopAbilene logo in all marketing to maximize

the effectiveness of the financial support from the DCOA and to support the partnership between the DevelopAbilene partners.

3. Submit a written report to DCOA by April 10, 2020 of progress made through the activities specified in Sec. A. 1., above, since October 1, 2019. The report shall also be presented orally to the DCOA during the April 2020 board meeting, or the first board meeting to occur subsequent to April 10, 2020.

In addition, a second written report will be submitted by October 10, 2020, of progress made since April 2020. Likewise, the report shall be presented orally to the DCOA during the October 2020 board meeting, or the first board meeting to occur subsequent to October 10, 2020.

4. Provide the number of needed parking spaces in the Airport's covered parking lot at the far north end to the DCOA for use by employees of Eagle Aviation Services, Inc. ("EASI").
5. Enforce all parking rules and regulations directly with EASI and notify the DCOA of any recurring problems or violations.
6. Continue policing the subject parking spaces as with the remainder of the parking lot and maintaining the covered awnings.

B. DCOA AGREES TO:

Provide the City funding in the total amount of One Hundred Ninety-Eight Thousand Eighty-One and no/100's Dollars (\$198,081.00) in accordance with the budget attached hereto as Exhibit A for the one-year period ending September 30, 2020.

Additionally, funding shall pay for all supplies necessary to allow EASI employee access to the parking lot and for all improvements and upgrades necessary to the parking spaces and surrounding area. The City shall provide the DCOA copies of invoices/receipts evidencing eligible expenses.

Funding amounts listed above may be moved from one budget line item to another only with the written authorization of the DCOA's CEO.

III. TERMINATION

This contract may be terminated by the DCOA or the City, in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the DCOA or the City. Termination will be effective sixty (60) days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and specifying that the contract shall be terminated sixty (60) days after receipt by the notified party.

If no notice of termination is received from either party prior to August 2, 2020, this contract expires without notification on September 30, 2020.

IV. OFFICIALS NOT TO BENEFIT

No public official of the governing body of the City or the DCOA who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof.

V. MINORITY AND SMALL BUSINESSES

The City will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of this contract.

VI. EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this contract, the City agrees as follows:

The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The City will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. The City agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

VII. AGREEMENT:

This Agreement shall constitute the sole agreement between the City and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

WITNESS our hands to this AGREEMENT this _____ day of _____, 2019.

**DEVELOPMENT CORPORATION OF
ABILENE, INC.**

174 Cypress, Ste. 301
Abilene, Texas 79601

CITY OF ABILENE

P.O. Box 60
Abilene, Texas 79604

Misty Mayo, CEO

ATTEST:

Kim Tarrant, Chief Operating Officer

Approved as to form:

Mark Zachary, Attorney at Law

Robert Hanna, City Manager

ATTEST:

Shawna Atkinson, City Secretary

Approved as to form:

Stanley Smith, City Attorney

S:\DCOA\Annual Contracts\Airport Business Development\FY2020 Airport Development Contract.doc

Exhibit "A"

Abilene Airport DCOA Budget Request 2019-2020

Airport Business Development	Approved 2018-2019 Budget DCOA Funding	Proposed 2019-2020 DCOA Funding	Difference FY 19 & FY 20 DCOA Funding
Automobile/Mileage	1,500.00	1,500.00	0.00
Telephone	600.00	600.00	0.00
Contracted Services (Airport Development Consultant)	53,100.00	55,500.00	2,400.00
Salaries	54,961.00	56,060.00	1,099.00
Payroll Taxes	4,343.00	4,380.00	37.00
Group Insurance	5,801.00	5,801.00	0.00
Retirement	6,488.00	6,540.00	52.00
Stability	1,200.00	1,200.00	0.00
TV Ads	5,000.00	5,000.00	0.00
Radio Ads	8,000.00	7,000.00	(1,000.00)
Digital Media / Online Ads	12,000.00	13,000.00	1,000.00
Outdoor billboards (static & digital)	13,000.00	13,000.00	0.00
Publications	3,000.00	4,000.00	1,000.00
Social media	1,500.00	2,000.00	500.00
Promotional Material	1,200.00	1,500.00	300.00
Website hosting & maintenance	2,500.00	2,500.00	0.00
VIP program maintenance	2,000.00	2,000.00	0.00
Audio, Video, Graphic	2,000.00	3,000.00	1,000.00
Sponsorships	5,000.00	5,000.00	0.00
Individual Events	1,300.00	1,000.00	(300.00)
Airport Development Travel	7,500.00	7,500.00	0.00
Total	191,993.00	198,081.00	6,088.00

THE STATE OF TEXAS X
 X
COUNTY OF TAYLOR X

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, effective the 1st day of October 2019, by and between the **Development Corporation of Abilene, Inc.** ("DCOA"), a Texas economic development corporation formed pursuant to *Texas Local Govt. Code, Sec. 501.001, et. seq. (formerly Tex. Rev. Civ. Stat. Ann. Art. 5190.6)* acting by and through its Chief Executive Officer, 174 Cypress St., Ste. 301, Abilene, Texas, 79601, the **Abilene Chamber of Commerce**, Abilene, Texas ("ACOC"), located at 174 Cypress St., Ste., 200, Abilene, Texas, 79601.

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

The ACOC is a 501(c)(6) nonprofit organization with the purpose, in part, of promoting and improving business in the Abilene community. The DCOA and ACOC wish to enter into an agreement whereby the DCOA, acting in accordance with the Development Corporation Act of 1979 (as amended), may reimburse certain expenses incurred by the ACOC while pursuing additional missions and improvements for Dyess Air Force Base. Section 4A(b)(1) of the Development Corporation Act of 1979 (as amended) allows the DCOA to support promotional efforts designed to enhance the economic condition of the Abilene community.

The DCOA shall act through its agent, the Chief Executive Officer (CEO) or her duly authorized representative unless otherwise stated in this Agreement.

II. DUTIES

A. The DCOA agrees to:

1. Reimburse the ACOC for expenses incurred while supporting Abilene in order to maintain a proactive position with regards to Dyess Air Force Base. Said amount to be reimbursed shall not exceed Four Hundred Thirty-Seven Thousand and no/100's Dollars (\$437,000) for the period beginning October 1, 2019, through September 30, 2020. Approved expenses shall be reimbursed to the ACOC no later than fourteen days after receipt of invoices detailing eligible expenses incurred and subject to reimbursement under this agreement.

The funding shall be reimbursed for expenses as described below:

- a. Operational expenses up to \$137,000 for expenses such as, but not limited to, airfare (coach), hotel accommodations and meals for trips by ACOC staff, Military Affairs Committee members, and/or invitees to travel to Department of Defense (DoD) installations, legislative locations, military-related conferences or meetings, and DoD Contractor locations. Expenses shall also include photocopying, travel expenses (including mileage) to/from meetings, telephone

charges, Abilene Trophy production and shipping, production expenses for Dyess promotional materials, and receptions or other social gatherings for DoD and legislative officials and representatives. Expenses related to local, recurring Military Affairs Committee events (for example, Busted Putter golf tournament, World's Largest Barbeque, quarterly lunches, etc.) do not meet the intent of funding under this agreement and are not eligible for reimbursement with taxpayer dollars.

- b. Personnel expenses up to \$300,000 for reimbursable ACOC staffing costs (which includes the salary and employee costs of the ACOC Vice President for Military Affairs position, and a time-based allocation of the salary and employee costs of other ACOC staff who are detailed to support reimbursable Military Affairs engagements) and fees paid to subcontractors or consultants retained by ACOC to support its efforts as described in Section II.B.1 below (each, a "Consultant"). The additional \$40,000 for the FY 2020 budget will be used for added personnel to help bolster the work of insuring the B-1's viability and to advocate for what is needed not only in infrastructure to house the B-21 and its operations, but also for the general infrastructure of Dyess AFB.
- c. ACOC may adjust the allocation between Operational and Personnel expenses as ACOC deems appropriate up to \$10,000 in the aggregate. Any adjustments between Operational and Personnel expense above \$10,000 in the aggregate must be approved in advance by the DCOA CEO.

2. Monitor the use of such funds to ensure use of the funds is in compliance with the provisions herein.

B. The ACOC agrees to:

1. Direct its efforts, those of the Military Affairs Committee, and those of any subcontractors or consultants, to focus on preserving the significant economic impact that Dyess AFB provides to the Abilene area, and identifying and pursuing opportunities to expand operations at Dyess. This includes, but is not limited to, monitoring legislative discussions on potential Base Realignment and Closure ("BRAC") efforts, establishing and maintaining relationships with key military and legislative decision makers, and engaging with community leaders from other military communities. ACOC shall develop specific goals and activities in these areas, including travel plans for staff and Military Affairs Committee members, and document them in its overall annual business plan.
2. When appropriate, utilize the DevelopAbilene logo in all marketing to maximize the effectiveness of the financial support from the DCOA and to support the partnership between the DevelopAbilene partners.
3. Upon request, provide copies of any subcontracts or consulting agreements entered into between the ACOC and any Consultants within ten (10) days of the request. ACOC will be responsible for coordinating the efforts of the Consultants. The Consultants will submit invoices to ACOC for payment. ACOC will be responsible for determining whether the fees and expenses of the Consultants are reasonable and allowable and will be obligated to make payment to any Consultant.

4. Furnish to the DCOA written requests for reimbursement detailing eligible expenses incurred by the ACOC, as stipulated in Sec. II.A above.
5. Monitor the use of DCOA funds to ensure appropriate use of said funds.
6. Require a 30-day termination clause in any subcontract.
7. Submit a semi-annual written report to DCOA by April 10, 2020 and October 10, 2020 detailing progress made in identifying and pursuing opportunities to retain and expand military operations at Dyess.
8. Supervise the duties of any Consultants to enhance interaction with Texas Elected Officials, the Texas Congressional delegation, other Congressional offices, the Texas Governors' Office, the Air Force, the DoD, and other defense communities, as needed.
9. Appoint a DCOA board member or representative as an ex-officio member of the Military Affairs Committee to act as a liaison between the DCOA and Committee.
10. Maintain records for three (3) years after final payment under this contract.
11. Maintain and, upon request, make available for inspection or audit by any authorized representative of the DCOA within ten (10) days of the request, books, documents, and other evidence pertaining to the cost and expenses of this contract, hereinafter called the "Records," to the extent and in such detail as will properly reflect all costs, direct and indirect, of travel, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract. All records shall be maintained in accordance with generally accepted accounting principles.
12. Exercise reasonable precautions on behalf of, and be responsible for the safety of, its officers, agents, employees, customers, visitors, as well as their property, while performing the tasks required under this Agreement.
13. Upon request, provide the DCOA with a summary of ACOC's existing and planned goals and activities in order to carry out ACOC's obligations under this Agreement, within ten (10) days of the request.

III. DURATION, TERMINATION

This contract may be terminated by the DCOA or ACOC in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the DCOA or the ACOC. Termination will be effective 60 days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and specifying that the contract shall be terminated 60 days after receipt by the notified party. If no notice of termination is received from either party prior to August 2, 2020, this contract expires without notification on September 30, 2020.

IV. STATUS OF ACOC AS INDEPENDENT CONTRACTOR

ACOC shall operate hereunder as Independent Contractor and not as officers, agents, servants, or

employees of the DCOA. ACOC shall have exclusive control of, and the exclusive right to control, the details of the work and services of ACOC performed hereunder, and shall be solely responsible for the acts and omissions of their officers, directors, authorized agents, servants, and employees in connection with this Agreement. DCOA shall not be responsible or liable for the acts or omissions of ACOC's officers, directors, agents, or employees, nor vice versa. The doctrine of respondeat superior shall not apply between the DCOA and ACOC or between the DCOA and any Consultant or other subcontractors of ACOC.

Nothing herein shall be construed as creating a partnership or joint enterprise between the DCOA and ACOC. It is expressly agreed that no officer, director, member, agent, employee, subcontractor, licensee, or invitee of ACOC is in the paid service of the DCOA. The DCOA does not have the legal right to control the details of the tasks performed hereunder by ACOC, its officers, directors, members, agents, employees, subcontractors, program participants, licensees, or invitees. In no event shall any person participating in the program of ACOC be an officer, agent, servant, or employee of the DCOA.

V. VENUE

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall be in the City of Abilene, Taylor County, Texas.

VI. ASSIGNMENT

The ACOC shall not assign all or any part of their rights, privileges, or duties under this Agreement without the DCOA's prior written approval, except that ACOC may retain such Consultants as they deem necessary to advise on and enhance those duties. Any attempted assignment of same without approval shall be void, and shall constitute a breach of this Agreement.

VII. INDEMNITY

ACOC agrees to indemnify, hold harmless, and defend DCOA and the City, their respective officers, agents, and employees from and against all liability for claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use), and expenses including court costs and attorney's fees, and reasonable costs arising out of or resulting from ACOC's activities conducted under or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based on common, constitutional, or statutory law, or based in whole or in part on the negligent or intentional acts or omissions of ACOC, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, the DCOA and the City assume no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by ACOC. This indemnity provision applies to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity that the DCOA and ACOC will each provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect ACOC or DCOA, and each shall have the right to reasonably compromise and defend the same to the extent of its own interest.

VIII. AGREEMENT

This Agreement shall constitute the sole agreement between ACOC and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

ABILENE CHAMBER OF COMMERCE

**DEVELOPMENT CORPORATION OF
ABILENE, INC.**

Douglas Peter, President and CEO

Misty Mayo, CEO

Date: _____

Date: _____

ATTEST:

ATTEST:

Veronica Fuentes, Director of Committees

Kim Tarrant, Chief Operating Officer

Approved as to form:

Mark Zachary, Attorney at Law

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THE STATE OF TEXAS X
 X
COUNTY OF TAYLOR X

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, effective the 1st day of October 2019, by and between the **Development Corporation of Abilene, Inc.** ("DCOA"), acting by and through its Chief Executive Officer, and Texas Tech University ("TECH"). The designated agent for TECH that provides services is the **Small Business Development Center** ("SBDC"), 749 Gateway St. #301 Building C, Abilene, TX 79602.

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

The SBDC partners with the U. S. Small Business Administration, which operates a system of over 1110 centers, and Texas Tech University as the host institution. The SBDC provides one-on-one counseling, business plan development, and financial planning for small businesses, free of charge, in a 16-county area surrounding Abilene, Texas. The SBDC also provides assistance to area firms interested in international trade and doing business with federal, state, and local government entities.

The DCOA and the SBDC wish to enter into an agreement whereby the DCOA, acting in accordance with the Development Corporation Act of 1979, as amended, may reimburse certain expenses incurred by the SBDC to provide counseling services and contract procurement services to small business owners based within the City of Abilene and the City's extraterritorial jurisdiction. This will allow the SBDC to continue to leverage federal and state funds in providing the assistance.

The DCOA shall act through its agent, the Chief Executive Officer, or her duly authorized representative, unless otherwise stated in this agreement.

II. DUTIES

A. The DCOA agrees to:

1. Reimburse the SBDC a portion of the total expenses incurred for providing business counseling to new and existing small business owners located in the City of Abilene and its extraterritorial jurisdiction. Said amount to be reimbursed shall be calculated at an equivalent hourly rate of \$75.00 and shall not exceed \$200,000.00 for the period beginning October 1, 2019 through September 30, 2020.
2. Reimburse the SBDC for staff costs associated with development and

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implementation of the entrepreneurship challenge grant program, otherwise known as BE in Abilene, to include business training modules for applicants and awardees in an amount not to exceed \$53,000.00 for the period October 1, 2019 through September 30, 2020. Costs shall include salary for a counselor dedicated to this program, contracted services, Internet expense, office supplies and equipment used exclusively for this purpose.

B. The SBDC agrees to:

1. Provide counseling services, to include but not be limited to, the areas of business plans, record keeping, market feasibility, inventory control and accounting procedures to small business clients in the city limits of Abilene and the city's extraterritorial jurisdiction, free of charge.
2. Provide assistance with international trade and government contracting and procurement to Abilene businesspeople wanting to sell their goods/services to federal, state and local governmental agencies.
3. Provide review and evaluation services for the SBIR/STTR programs.
4. Provide business training modules for the new BE in Abilene entrepreneurship challenge grant program participants during all phases of the application and business development/growth phases for awardees.
5. When appropriate, utilize the DevelopAbilene logo in all marketing to maximize the effectiveness of the financial support from the DCOA and to support the partnership between the DevelopAbilene partners.
6. Submit a written report to DCOA by April 10, 2020 of progress made through the activities specified above since October 1, 2019. The report shall also be presented orally to the DCOA during the April 2020 board meeting, or the first board meeting to occur subsequent to April 10, 2020.

In addition, a second written report will be submitted by October 10, 2020 of progress made since April 2020. Likewise, the report shall be presented orally to the DCOA during the October 2020 board meeting, or the first board meeting to occur subsequent to October 10, 2020.

7. Furnish to the DCOA Chief Executive Officer, within 30 days of the end of the invoice period, invoices detailing eligible expenses and a written report of the following:
 - a. Counseling hours spent with each Abilene client and a summary of actions taken;
 - b. The number of jobs created or retained by clients; and

8. Maintain and, upon request, make available for inspection or audit by any authorized representative of the DCOA, books, documents, and other evidence pertaining to the cost and expenses of this contract, hereinafter called the "Records", to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, material, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract. All records shall be maintained in accordance with generally accepted accounting principles.
9. Maintain records for three (3) years after final payment on any programs under this contract.

III. DURATION, TERMINATION

This contract may be terminated by the DCOA or the SBDC, in whole or in part, whenever such termination is in the best interest of the DCOA or the SBDC. Termination will be effective sixty (60) days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated. If no notice of termination is received from either party prior to August 2, 2020, this contract expires without notification on September 30, 2020.

IV. STATUS OF SBDC AS INDEPENDENT CONTRACTOR

SBDC shall operate hereunder as an Independent Contractor and not as an officer, agent, servant, or employee of the DCOA. SBDC shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same as long as such services are consistent with this agreement. For the duration of this Agreement, SBDC shall be solely responsible for the acts and omissions of SBDC's officers, directors, authorized agents, servants, and employees in connection with this Agreement.

The DCOA shall neither be responsible nor liable for the acts or omissions of SBDC's officers, directors, agents, or employees. The doctrine of respondeat superior shall not apply between the DCOA and SBDC or between the DCOA and any subcontractors.

SBDC shall neither be responsible nor liable for the acts or omissions of the DCOA's officers, directors, agents, or employees. The doctrine of respondeat superior shall not apply between SBDC and the DCOA nor between the SBDC and any subcontractors.

Nothing herein shall be construed as creating a partnership or joint enterprise between the DCOA and SBDC. It is expressly agreed that no officer, director,

member, agent, employee, subcontractor, licensee, or invitee of SBDC is in the paid service of the DCOA. The DCOA does not have the legal right to control the details of the tasks performed hereunder by SBDC, its officers, directors, members, agents, employees, subcontractors, program participants, licensees, or invitees. In no event shall any person participating in the program of SBDC be an officer, agent, servant, or employee of the DCOA.

V. VENUE

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall be in the City of Abilene, Taylor County, Texas.

VI. ASSIGNMENT

The SBDC shall not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the DCOA. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement.

VII. INDEMNITY

To the extent allowable by the laws and constitution of the State of Texas, the SBDC agrees to indemnify, hold harmless and defend DCOA and the City of Abilene ("City"), their respective officers, agents, and employees from and against all liability for claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage, (including loss of use), and expenses including court costs and attorney's fees, and reasonable costs arising out of or resulting from SBDC's activities under this Agreement and arising out of or resulting from the intentional acts or negligence of SBDC, its officers, agents, employees, or invitees.

SBDC further agrees that it shall at all times exercise reasonable precautions on behalf of, and be responsible for the safety of, its officers, agents, employees, customers, visitors, as well as their property, while performing the tasks required under this Agreement.

It is further agreed with respect to the above indemnity that the DCOA and SBDC will each provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect SBDC or DCOA, and each shall have the right to reasonably compromise and defend the same to the extent of its own interest.

VIII. AGREEMENT

This Agreement shall constitute the sole agreement between the SBDC and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

**TEXAS TECH UNIVERSITY FOR THE
SMALL BUSINESS
DEVELOPMENT CENTER**
2579 S. Loop 289, Suite 210
Lubbock, TX 79423

**DEVELOPMENT CORPORATION OF
ABILENE, INC.**
174 Cypress St., Ste. 301
Abilene, TX 79601

Kathleen Harris,
Senior Associate Vice President for Research

Misty Mayo, Chief Executive Officer

Date: _____

Date: _____

ATTEST:

ATTEST:

Kim Tarrant, Chief Operating Officer

Name: _____
Title _____

Approved as to form:

Mark Zachary, Attorney at Law

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THE STATE OF TEXAS X
 X
COUNTY OF TAYLOR X

KNOW ALL MEN BY THESE PRESENTS:

This agreement (“Agreement”), effective the 1st day of October 2019, by and between the **Development Corporation of Abilene, Inc.** (“DCOA”), a Texas economic development corporation formed pursuant to *Texas Local Govt. Code, Sec. 501.001, et. seq. (formerly Tex. Rev. Civ. Stat. Ann. Art. 5190.6)* acting by and through its Chief Executive Officer, and **Abilene Christian University** (“ACU”), a privately funded institution of higher education located in Abilene, Texas.

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

ACU’s Griggs Center for Entrepreneurship and Philanthropy (“Griggs Center”) is an active partner in the local entrepreneurship ecosystem through its programs such as ACU Startup Week and Springboard. The Springboard program began as an annual competition in 2007 and during that time has provided over \$500,000 in funding from local sponsors to aspiring entrepreneurs in Abilene. The Springboard program has also grown in recent years to include additional training and networking efforts to further support entrepreneurship in Abilene.

The DCOA funds the BE in Abilene entrepreneurship challenge grant program (“Program”) to help Abilene create or retain primary jobs that are suitable for the development, retention, or expansion of manufacturing facilities, industrial facilities, distribution centers, and other industries listed in Section 501.101(2) of the Texas Local Government Code. ACU’s Griggs Center is currently one of the partners in the Program. As part of that collaborative effort, ACU’s Griggs Center will lead the development and management of the competitive judging portion of the Program. As a community-based Program, funded by the DCOA, ACU’s Griggs Center will work collaboratively with the Abilene Industrial Foundation and the Small Business Development Center to ensure the successful completion of the Program by September 30, 2020.

As a result, the DCOA and ACU wish to enter into an agreement whereby the DCOA, acting in accordance with the Development Corporation Act of 1979, as amended, may reimburse or cost-share in expenses incurred by ACU in such work related to the BE in Abilene competition.

The DCOA shall act through its agent, the Chief Executive Officer, or her duly authorized representative, unless otherwise stated in this Agreement.

II. DUTIES

A. The DCOA agrees to:

1. Reimburse ACU up to Twenty-Seven Thousand Five Hundred and no/100's Dollars (\$27,500.00) in exchange for expenses incurred by ACU in providing services related to the 2020 Program judging and outlined in the Statement of Work attached hereto as Exhibit A (the "Expenses").
2. Reimburse Expenses to ACU no later than 15 days after receipt of invoices detailing the Expenses incurred by ACU and subject to reimbursement under this Agreement.

B. ACU agrees to:

1. Devote such time and resources to the performance of this Agreement as are reasonably necessary to promote the Program exclusively under the name BE in Abilene and perform the services related to the 2020 Program judging and outlined in the Statement of Work attached hereto as Exhibit A.
2. When appropriate, utilize the DevelopAbilene logo in all marketing to maximize the effectiveness of the financial support from the DCOA and to support the partnership between the DevelopAbilene partners.
3. Maintain and, upon request, make available for inspection or audit by any authorized representative of the DCOA, books, documents, and other evidence pertaining to the cost and expenses of this contract, hereinafter called the "Records", to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, material, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
4. Maintain Records for three (3) years after final payment on any Programs under this contract.

III. DURATION, TERMINATION

- A. This contract may be terminated by the DCOA or ACU, in whole or in part, whenever such termination is in the best interest of the DCOA or ACU. Termination will be effective sixty (60) days after delivery of a notice of termination specifying to what extent performance or work under the contract has been terminated. If no notice of termination is received from either party prior to August 1, 2020, this contract expires without notification on September 30, 2020.
- B. Upon the effective date of a notice of termination delivered by either the DCOA or ACU, ACU shall, within 30 days, repay to the DCOA all funds received by ACU for

obligations in this Agreement that ACU did not perform.

- C. Any expenses incurred by ACU and subject to reimbursement under this Agreement prior to the effective date of any such termination, will still be payable by DCOA pursuant to Section II herein. However, upon receipt of written notice of intent to terminate, ACU shall make commercially reasonable efforts to cease incurring additional expenses related to the 2020 Program competition.

IV. STATUS OF ACU AS INDEPENDENT CONTRACTOR

ACU shall operate hereunder as an Independent Contractor and not as an officer, agent, servant, or employee of the DCOA. ACU shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same so long as such services are consistent with this Agreement. For the duration of this Agreement, ACU shall be solely responsible for the acts and omissions of ACU's officers, directors, authorized agents, servants, and employees in connection with this Agreement.

The DCOA shall neither be responsible nor liable for the acts or omissions of ACU's officers, directors, agents, or employees. The doctrine of respondeat superior shall not apply between the DCOA and ACU or between the DCOA and any subcontractors.

ACU shall neither be responsible nor liable for the acts or omissions of the DCOA's officers, directors, agents, or employees. The doctrine of respondeat superior shall not apply between ACU and the DCOA nor between ACU and any subcontractors.

Nothing herein shall be construed as creating a partnership or joint enterprise between the DCOA and ACU. It is expressly agreed that no officer, director, member, agent, employee, subcontractor, licensee, or invitee of ACU is in the paid service of the DCOA. The DCOA does not have the legal right to control the details of the tasks performed hereunder by ACU, its officers, directors, members, agents, employees, subcontractors, Program participants, licensees, or invitees. In no event shall any person participating in the Program of ACU be an officer, agent, servant, or employee of the DCOA.

V. VENUE

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall be in the City of Abilene, Taylor County, Texas.

VI. ASSIGNMENT

ACU shall not assign all or any part of its rights, privileges, or duties under this

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Agreement without the prior written approval of the DCOA. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement.

VII. INDEMNITY

To the extent allowable by the laws and constitution of the State of Texas, ACU agrees to indemnify, hold harmless and defend DCOA, its respective officers, agents, and employees from and against all liability for claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage, (including loss of use), and expenses including court costs and attorney's fees, and reasonable costs arising out of or resulting from ACU's activities under or incidental to this Agreement and arising out of or resulting from the intentional acts or negligence of ACU, its officers, agents, employees, or invitees.

ACU further agrees that it shall at all times exercise reasonable precautions on behalf of, and be responsible for the safety of, its officers, agents, employees, customers, visitors, as well as their property, while performing the tasks required under this Agreement.

It is further agreed with respect to the above indemnity that the DCOA and ACU will each provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect ACU or DCOA, and each shall have the right to reasonably compromise and defend the same to the extent of its own interest.

The DCOA and ACU expressly intend that the indemnity provided for in this Agreement is indemnity by ACU to indemnify and protect the DCOA from the consequences of the DCOA's own negligence while the DCOA is participating in this Agreement where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the sole negligence or intentional misconduct of the DCOA, unmixed with the fault of any other person or entity.

VIII. POINT OF CONTACT

The primary contact for the DCOA will be the Chief Executive Officer, and the secondary contact will be the Chief Operating Officer, or the respective successor of either.

The primary contact for ACU will be Jim Litton or his respective successors or delegates identified in writing.

Written and oral communications between ACU and the DCOA shall be between the contact persons. The contact person(s) shall also act as liaisons between the DCOA and ACU to ensure communication is enhanced and all issues are addressed in a timely manner

IX. NOTICES

Unless otherwise provided herein, all notices, requests, consents and demands shall be in writing and shall be mailed, certified mail, postage prepaid, addressed as follows:

“DCOA”
DEVELOPMENT CORPORATION
OF ABILENE, INC.
174 Cypress, Ste. 301
Abilene, TX 79601
Office: (325) 676-6338
kim.tarrant@abilenedcoa.com
Attn: Kim Tarrant

“ACU”
ABILENE CHRISTIAN
UNIVERSITY
809 EN 16th St.
Abilene, TX 79699
Office: (325) 674-2502
Attn: Jim Litton

Copy to:
Mark S. Zachary
McMahon Surovik Suttle PC
P.O. Box 3679
Abilene, TX 79604

Notices under this Agreement will be effective upon deposit in the United States mail in the manner provided above. Any party may change its address with written notice to the other party.

X. AGREEMENT

This Agreement shall constitute the sole agreement between ACU and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

ABILENE CHRISTIAN UNIVERSITY

809 EN 16th St.
Abilene, TX 79699

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

Title: _____

**DEVELOPMENT CORPORATION OF
ABILENE, INC.**

174 Cypress St., Ste. 301
Abilene, TX 79601

Misty Mayo, Chief Executive Officer

Date: _____

ATTEST:

Kim Tarrant, Chief Operating Officer

Approved as to form:

Mark Zachary, Attorney at Law

[https://dcoa.sharepoint.com/Shared Documents/DCOA/Annual Contracts/BE in Abilene \(ACU\)/FY2020/ACU Griggs Center FY20 contract.doc](https://dcoa.sharepoint.com/Shared Documents/DCOA/Annual Contracts/BE in Abilene (ACU)/FY2020/ACU Griggs Center FY20 contract.doc)

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EXHIBIT A

Statement of Work

ACU, through the Griggs Center, shall be responsible for the following activities related to the 2020 Program competition:

- Developing the judging format and guidelines. Based on its experience and research of other competitions, ACU will develop a format, schedule, and guidelines for the BE in Abilene judging.
- Developing an application process. ACU will use an online application process with input from other local partners and potential judges.
- Screening applicants. ACU, in coordination with the Abilene Industrial Foundation, will review all applicants to ensure they comply with DCOA funding requirements.
- Recruiting a judging panel. ACU will recruit volunteers from the local community to serve as judges, taking into consideration their experience and expertise as an entrepreneur and/or investor.
- Managing the judging process. ACU will provide oversight of the judging process to ensure the judges dedicate appropriate time and effort in reviewing applicants and consider the economic development goals underlying the competition in exercising their judgment
- Promoting the competition to Springboard Network. Other local partners will take the lead on local promotions but ACU will promote the opportunity to its Springboard network
- Promoting the competition outside of Abilene. ACU will promote the competition to targeted accelerators, incubators, and university-based programs in Texas and other surrounding areas.
- Coordination with local partners. ACU will work to coordinate with local partners, primarily the Texas Tech Small Business Development Center and Abilene Industrial Foundation, on the activities described above as well as other aspects of the 2020 Program competition.
- Provide a final recommendation. ACU will ensure the judging panel makes a final recommendation to the DCOA of how much funding should be allocated to certain teams participating in the competition, including information about each company requested by the DCOA for compliance or similar matters.

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TAYLOR X

AGREEMENT FOR FINANCIAL ASSISTANCE

DEVELOPMENT CORPORATION OF ABILENE & ABILENE EDUCATION FOUNDATION

This Agreement for Financial Assistance (“Agreement”), effective the 1st day of October 2019, by and between the **Development Corporation of Abilene, Inc.** ("DCOA"), a Texas corporation formed pursuant to *Tex. Rev. Civ. Stat. Ann. Art. 5190.6*, acting by and through its Chief Executive Officer, and **The Abilene Education Foundation** ("AEF"), a 501 (c)(3) non-profit community organization located at 241 Pine St., Suite 306, Abilene, Texas, 79601.

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

The DCOA has identified a growing need for skilled trade workers to support the development, retention, and expansion of primary jobs in Abilene’s manufacturing sector. The Abilene Education Foundation is a community organization created to promote and enhance excellence in education for the students of the Abilene Independent School District (“AISD”). In collaboration between AEF, the Abilene Industrial Foundation (“AIF”), and the DCOA, the parties seek to transition AISD students from high school into local vocational training programs (“*NEXTUniversity*”).

NEXTUniversity is a dual credit program designed to transition AISD students from high school into local vocational training programs in the fields of welding, industrial maintenance, industrial plumbing, electrician, industrial HVAC technician or other fields that are determined by the AIF to be needed by local employers, so long as the training provided fits the criteria of a primary job as defined in the Tex. Loc. Gov’t Code Section 501.001 et. Seq., as amended. *NEXTUniversity* is coordinated by the AIF and funded by the DCOA and AEF. The DCOA and AEF will provide funds for a full-time Workforce Development Coach (“Coach”) to counsel and enroll AISD students in *NEXTUniversity* . This will create a pipeline of skilled local employees prepared to meet the workforce demands of Abilene based employers seeking to develop, retain, or expand primary jobs.

The DCOA and AEF now wish to enter into an agreement whereby the DCOA, acting in accordance with the Development Corporation Act of 1979, as amended, will provide funding not to exceed Forty-Three Thousand Two Hundred Eighty-Five and no/100’s Dollars (\$43,285.00) for the twelve (12)-month period beginning October 1, 2019, and ending September 30, 2020. The funding from the DCOA shall cover two-thirds (2/3) of the Coach’s salary and benefits, administrative support costs, and student support costs (work clothing, supplies). AEF shall cover one-third (1/3) of the Coach’s salary and benefits and all funding for mileage/gas for an AISD vehicle while transporting students, office space, office equipment and supplies, professional fees,

and cell phone reimbursement for the Coach.

The Coach is an AISD employee but will have clearly defined reporting requirements to his/her school campuses, the AEF and the Abilene Industrial Foundation. The Coach must adhere to all AISD employee policies. Since the 2007-2008 school year, the AEF has provided the College Offers Opportunities for Life Program (“COOL”) to the students of AISD. COOL places four full-time college advisors in Abilene ISD high schools primarily to assist students who are the first in their families to attend college with financial aid forms, college applications, scholarships, and college tours. The Coach’s office/classroom space will be based at the high school campuses in the COOL program classroom/office with additional office space provided as needed in the administrative building of AISD at the AEF offices. The Coach will operate exclusively under the *NEXT*University program funded by the DCOA and AEF.

II. DUTIES

- A. The DCOA agrees to reimburse AEF in an amount not to exceed \$43,285 for two-thirds (2/3) of the salary and benefits, administrative support costs, and student support costs for the Coach position during the 12-month period beginning October 1, 2019 and ending September 30, 2020. Payment will follow the DCOA’s receipt of monthly invoices from AEF which detail actual expenses incurred during the prior month and includes copies of paid invoices where applicable (e.g. student support items).
- B. AEF agrees to:
 1. Have a dedicated Workforce Development Coach employed for the *NEXT*University program’s development and growth. The primary target population is high school students, beginning as early as sophomore year until graduation, and post-secondary AISD graduates who are under the age of 22.
 2. Collaborate with and take direction from the AEF’s Director of Talent Development as Program coordinator to track available tuition assistance dollars from the DCOA, conduct industry mapping, research career pathways, and recommend courses for students to successfully complete their chosen vocational training program.
 3. When appropriate, utilize the DevelopAbilene logo in all marketing to maximize the effectiveness of the financial support from the DCOA and to support the partnership between the DevelopAbilene partners.
 4. Provide the full support of AEF and all four (4) COOL College Advisors to assist the Coach in:
 - a. Recruiting students to enroll in *NEXT*University,
 - b. Helping students and parents successfully access the DCOA tuition

assistance funds and other financial aid in preparation for entry into local vocational programs, with the understanding that no more than \$2,500 shall be funded by the DCOA and awarded to each student enrolled in the program,

- c. Providing one-on-one case management services to students enrolled in vocational training programs to help them successfully complete their training certifications.
5. No later than August 31, 2020, provide to the DCOA a report of the Coach's success in recruiting AISD high school students to enroll in *NEXT*University and the number working toward completion of the required training for entrance into the workforce.
6. Provide (a) mileage and gas reimbursement to the AISD for the Coach's use of an AISD vehicle while transporting students, (b) office space for the Coach, (c) office equipment and supplies for the Coach, (d) professional fees to be paid to the Association of Texas Professional Educators and Texas Association for College Admission Counseling for the Coach, and (e) reimbursement to the Coach for the Coach's cell phone.
7. Invoice the DCOA each month beginning in November 2019 for actual expenses incurred during the previous month for salary, benefits, administrative support costs, student support costs and any other applicable charges the DCOA has agreed to pay in this Agreement. Each invoice shall include evidence of actual costs incurred.
8. Collaborate with the Workforce Solutions of West Central Texas Board to educate students about potential job opportunities and salaries available upon completion of their chosen training program.

III. DURATION. TERMINATION

- A. This Agreement may be terminated by the DCOA or AEF, in whole or in part, whenever such termination is in the best interest of the DCOA or AEF. Termination will be effective sixty (60) days after delivery of a notice of termination specifying to what extent performance and payments under this Agreement has been terminated.
- B. Upon delivery of a notice of termination by either the DCOA or AEF, AEF shall, within 30 days, repay to the DCOA all funds received by AEF for obligations in this Agreement that the AEF did not perform.
- C. If not terminated under Section III.A above, this Agreement shall terminate on September 30, 2020 if AEF has fully satisfied its obligations in Sections II.B above.

IV. STATUS OF AEF AS INDEPENDENT CONTRACTOR

AEF shall operate hereunder as an Independent Contractor and not as an officer, agent, servant, or employee of the DCOA. AEF shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same so long as such services are consistent with this Agreement. For the duration of this Agreement, AEF shall be solely responsible for the acts and omissions of AEF's officers, directors, authorized agents, servants, and employees in connection with this Agreement.

The DCOA shall be neither responsible nor liable for the acts or omissions of AEF's officers, directors, agents, or employees. The doctrine of respondeat superior shall not apply between the DCOA and AEF or between the DCOA and any subcontractors.

AEF shall neither be responsible nor liable for the acts or omissions of the DCOA's officers, directors, agents, or employees. The doctrine of respondeat superior shall not apply between AEF and the DCOA nor between AEF and any subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between the DCOA and AEF. It is expressly agreed that no officer, director, member, agent, employee, subcontractor, licensee, or invitee of AEF is in the paid service of the DCOA. The DCOA does not have the legal right to control the details of the tasks performed hereunder by AEF, its officers, directors, members, agents, employees, subcontractors, program participants, licensees, or invitees. In no event shall any person participating in the program of AEF be an officer, agent, servant, or employee of the DCOA.

V. VENUE

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall be in the City of Abilene, Taylor County, Texas.

VI. ASSIGNMENT

AEF shall not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the DCOA. Any attempted assignment of same without approval shall be void, and shall constitute a breach of this Agreement.

VII. INDEMNITY

To the extent allowable by the laws and constitution of the State of Texas, AEF agrees to indemnify, hold harmless and defend the DCOA, their respective officers, agents, and employees from and against all liability for claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage, (including loss of use), and expenses including court costs and attorney's fees, and reasonable costs arising out of or resulting from AEF's activities under this Agreement and arising out of or resulting from the intentional acts or negligence of AEF, its officers, agents, employees, or invitees.

AEF further agrees that it shall at all times exercise reasonable precautions on behalf of, and be responsible for the safety of, its officers, agents, employees, customers, visitors, as well as their property, while performing the tasks required under this Agreement.

It is further agreed with respect to the above indemnity that the DCOA and AEF will each provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect AEF or the DCOA, and each shall have the right to reasonably compromise and defend the same to the extent of its own interest.

VIII. NOTICES

Unless otherwise provided herein, all notices, requests, consents and demands shall be in writing and shall be mailed, certified mail, postage prepaid, addressed as follows:

“DCOA”

DEVELOPMENT CORPORATION
OF ABILENE, INC.
174 Cypress, Ste. 301
Abilene, TX 79601
Office: (325) 676-6338
kim.tarrant@abilenedcoa.com
Attn: Kim Tarrant

“AEF”

THE ABILENE EDUCATION
FOUNDATION
241 Pine St., Ste. 306
Abilene, TX 79601
Office: (325) 677-1444
christine.curtis-carr@abileneisd.org
Attn: Christine Curtis-Carr

Copy to:

Mark S. Zachary
McMahon Surovik Suttle PC
P.O. Box 3679
Abilene, TX 79604

Notices under this Agreement will be effective upon deposit in the United States mail in the manner provided above. Any party may change its address with written notice to the other party.

IX. POINT OF CONTACT

The primary contact for the DCOA will be the Chief Executive Officer, and the secondary contact will be the Chief Operating Officer, or the respective successor of either.

The primary contact for AEF will be Christine Curtis-Carr or her respective successors or delegates identified in writing.

Written and oral communications between AEF and the DCOA shall be between the contact persons. The contact person(s) shall also act as liaisons between the DCOA and AEF to ensure communication is enhanced and all issues are addressed in a timely manner.

X. AGREEMENT

This Agreement shall constitute the sole agreement between AEF and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

**THE ABILENE EDUCATION
FOUNDATION**

241 Pine St., Ste. 306
Abilene, TX 79601

**DEVELOPMENT CORPORATION
OF ABILENE, INC.**

174 Cypress St., Ste. 301
Abilene, TX 79601

Christine Curtis-Carr, Executive Director

Misty Mayo, Chief Executive Officer

Date: _____

Date: _____

ATTEST:

ATTEST:

Name/Title:

Kim Tarrant, Chief Operating Officer

APPROVED AS TO FORM:

Mark Zachary, Attorney

https://dcoa.sharepoint.com/Shared Documents/Business_Srvcs/Workforce Training/NEXT University 2018/AEF contract for NEXTU eff 10-01-19.docx

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