

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WEBB COUNTY, TEXAS AND ENLIGHTENING THE CHILDREN  
OF THE QUAD CITY A TEXAS NONPROFIT ORGANIZATION**

This Memorandum of Understanding (“MOU”) is entered into and between Webb County, Texas, a political subdivision of the State of Texas, 1000 Houston Street, Laredo, Webb County, Texas (hereinafter called “Webb County”) and the “Enlightening the Children of the Quad City”, a 501(c)(3) and Texas Nonprofit Corporation, 1452 Santo Niño Road, Bruni, Webb County, Texas (hereinafter called “Nonprofit”), desiring to memorialize the nature of their relationship and mutually acknowledge, for the future, the respective obligations and rights of the Parties. Webb County and Nonprofit may be referred to individually as a “Party” or collectively as “Parties.”

**PREAMBLE**

**WHEREAS**, WEBB COUNTY, in December 20, 2013, entered into a Tax Abatement Agreement with Javelina Wind Energy, LLC as authorized under the “Tax Abatement Act”, Chapter 312 Texas Tax Code and Webb County’s “Amended Guidelines and Criteria governing Tax Abatements”; and

**WHEREAS**, as part of the Tax Abatement Agreement with Webb County, Javelina Wind Energy, LLC agreed to make certain community contributions which included a monetary contribution in the amount of Four Hundred Thousand Dollars (\$400,000.00) for the construction of a community/agricultural/educational building in or around Bruin, Texas as well yearly monetary contribution of One Hundred Thousand Dollars (\$100,000.00) to a Nonprofit Foundation for the operation a Project with an operating capacity up to 250 Mega Watts; and

**WHEREAS**, on February 13, 2017, Webb County, acting through its commissioners Court, approved an amendment to the “Tax Abatement Agreement” which added a third party, JAVELINA WIND ENERGY II, LLC, to the “Tax Abatement Agreement.” The amendment to the “Tax Abatement Agreement” authorizes Javelina Wind Energy II, LLC to make a monetary contribution in the amount of Four Hundred Thousand Dollars (\$400,000.00) payable to the Nonprofit to complete the Agriculture/Wind Energy Building” in Bruni, Texas. Under the amendment to the abatement agreement, Javelina and Javelina II would each make fourteen yearly monetary contributions in the amount of One Hundred Thousand Dollars (\$100,000.00) to said Nonprofit for a Project with an operating capacity of up to 250 Megawatts. All moneys disbursed by Javelina Wind Energy and Javelina Wind Energy II pursuant to the

“Community Contribution” section of the “Tax Abatement Agreement” and its amendment will be sent to Webb County, who in turn will disburse said amount to the Nonprofit for the above listed purpose and as set out in under Memorandum of Understanding.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Memorandum of Understanding and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. **Purpose.** The purpose of this MOU is to establish the terms and conditions by which Webb County will disburse funds received from Javelina Wind Energy and Javelina Wind Energy II and which are designated as “community contributions” under the “Tax Abatement Agreement” as amended. The moneys received by Webb County will be disbursed by Webb County to the Nonprofit which will be used solely for the benefit of Webb County Consolidated Independent School District (“School District”) as determined by its Board of Trustees. The Four Hundred Thousand Dollars (\$400,000.00) to be received by Webb County from Javelina Wind Energy II, which is earmarked, under the abatement agreement, for the completion of the “agricultural/wind energy building, will be used to reimburse the School District for funds that were allocated and used by the School District to finish the “community/agricultural/educational” building now known as the “agriculture/wind energy” building. Further, the annual payments outlined under the abatement agreement to be made by Javelina Wind Energy and Javelina Wind Energy II to the Nonprofit for the Project, as stated above, are also for the sole benefit and use by School District and not the Nonprofit.

2. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Nonprofit to this MOU and the governing body of Webb County and shall remain in full force and effect until all monetary contributions made by Javelina and Javelina II under the abatement agreement and its amendment have been disbursed to the Nonprofit. This MOU may be terminated, without cause, by either party upon thirty days (30) written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

3. **Responsibilities of Webb County.** Webb County, pursuant to this MOU, will be the fiscal agent for the receipt and disbursement of funds to the Nonprofit. All funds received, pursuant to the abatement agreement and its amendment, from Javelina and Javelina II will be deposited in a Webb County Depository Account for disbursement to the Nonprofit based on a request for disbursement to said Webb County from the Nonprofit as outlined under Paragraph four (4) of the MOU. It is agreed between the

parties that all disbursement of moneys to the Nonprofit will be for the sole benefit of Webb Consolidated Independent School District. It understood by Webb County that the \$400,000 community contribution to the Non Profit by Javelina II for the completion of the "agricultural/wind energy building, will be used to reimburse the School District for the Four Hundred Thousand Dollars (\$400,000.00) in Funds that were expended by the School District to finish the building. Nonprofit, through the School District, will provide Webb County, upon request, an accounting of School District moneys used to finish the building. The moneys that are to be expended from the Two Hundred Thousand Dollars (\$200,000.00) yearly community contributions made by Javelina and Javelina II under the "Abatement Agreement" and its amendment, to be disbursed to the Nonprofit shall only be for the benefit of the School District as determined by a majority of the members of the School District's Board of Trustees. Webb County will not unreasonably deny the disbursement of any moneys received as long as the requests are made by the Nonprofit is for the sole benefit of the School District. Webb County will disburse such requested funds within fifteen (15) days of receipt of such request.

4. **Responsibilities of Nonprofit.** Nonprofit will work with the School District to ensure that all community contribution moneys received by the Nonprofit under the "Tax Abatement Agreement" and its amendment is based on a written request for disbursement to Webb and where such disbursement will be solely for the benefit of the School District as determined by its Board of Trustees. Requests for disbursement of the Four Hundred Thousand Dollars (\$400,000.00) to be contributed by Javelina and Javelina II for the completion of the "agricultural/wind energy building" will actually be to reimburse the School District for expenditures made by the School District to complete the building. Requests by the Nonprofit for the disbursement of moneys received from the yearly annual community contributions made by Javelina and Javelina II under the abatement agreement must be accompanied by a resolution from the School District's Board of Trustees indicating the amount of money being requested and the reason(s) for such disbursement. Webb County will not unreasonably deny the disbursement of any moneys received, as long as the request being made by the Nonprofit is for the sole benefit of the School District. Any and all administrative and personnel costs associated to the Nonprofit for undertaking the responsibilities under this MOU are waived.

5. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State

of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Webb County Judicial District or County Courts, Texas.

**D. Entirety of Agreement.** This MOU, consisting of five (5) number pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Sovereign Immunity.** Webb County and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and Webb County fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

6. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WEBB COUNTY**

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Hon. Tano E. Tijerina  
Webb County Judge

Date: \_\_\_\_\_

**ENLIGHTENING THE CHILDREN OF THE QUAD CITY**

\_\_\_\_\_  
Servando Leal, President/Director

Date: \_\_\_\_\_