



MOAKCASEY

PROVEN LEADERS ADVANCING TEXAS SCHOOLS

CONSULTING AGREEMENT

RELATED TO SCHOOL CONSULTING SERVICES

By and Between

BRYAN INDEPENDENT SCHOOL DISTRICT

and

MOAKCASEY, LLC

June 2024

MOAKCASEY, LLC., hereinafter called “Consultant,” agrees to provide various consulting activities and products relating to **America’s Foundry Bryan LLC** Application for limitation on taxable value, as detailed below in Part I of this consulting agreement (“Agreement”), in return for fees as enumerated below to **BRYAN INDEPENDENT SCHOOL DISTRICT**, (“ISD” or “District”). The Services include the following components, as indicated.

PART I. SERVICES

Consultant shall:

- 1.1 Brief the school board, senior administrators and community leaders: Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller’s Office, financial risks, and impact under the Texas school finance system.
- 1.2 Analyze the Company’s Applications for America’s Foundry Bryan LLC and prepare school-finance analysis: Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation process for all phases.

PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1 Consultant shall be available for direct consultation with the District, but shall maintain primary contact with a person designated by the District.
- 2.2 The District shall provide for the reproduction and dissemination of major reports or other written materials.



- 2.3 Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4 The District shall provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5 Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District.
- 2.6 Consultant is not an employee of District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant.
- 2.7 Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with individual school districts or other education groups regarding financial planning and related services.
- 2.8 No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9 No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part 1.
- 2.10 If Consultant undertakes any activity specified in sections 2.7-2.9 that represents a potential conflict of interest, Consultant shall notify and work with the District to resolve the matter.
- 2.11 This Agreement shall be in force upon execution of this agreement. The parties may agree to modify the scope of the project.
- 2.12 This Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other party. In the event of termination, fees shall be payable through the date of termination only.
- 2.13 This Agreement shall be governed by the laws of the State of Texas and venue for all purposes incident to this Agreement shall lie in Travis County, Texas.
- 2.14 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Consultant.
- 2.15 In the event that District is required to furnish information or records compiled by Consultant in the performance of this Agreement pursuant to the Texas Public Information Act, Consultant shall furnish such information and records to District and District shall have the right to release such information and records.
- 2.16 District does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or representative of District.
- 2.17 Consultant affirms that it does not and will not boycott Israel during the term of the contract. (Required by Texas Gov't Code §2270)



PART III. FEES

- 3.1 The basic fee for this service will be \$15,000.
- 3.2 Payment shall be due upon receipt of an invoice for same. Invoice shall be submitted upon submission of the application to the Comptroller.

PART IV. NOTICES AND MAILINGS.

- 4.1 Official communications, except as noted in Part 2 above, shall be considered delivered to the District if mailed to the following, or to such other address as may be designated, in writing, from time to time:

BRYAN INDEPENDENT SCHOOL DISTRICT
801 South Ennis Street
Bryan, TX 77803

- 4.2 Payments and other official communications shall be considered delivered to Consultant if mailed to the following, or to such other address as may be designated, in writing, from time to time:

MOAKCASEY, LLC
1001 Congress Avenue
Suite 250
Austin, Texas 78701



DISTRICT:

BRYAN INDEPENDENT SCHOOL DISTRICT

CONSULTANT:

MOAKCASEY, LLC

Printed Name: _____
Title: _____

Leo Lopez
Chief Financial Officer

Date: _____

Date: _____