

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Southwest Alabama Workforce Development Council  
AND  
Alabama Industrial Development Training**

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1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Southwest Alabama Workforce Development Council Region 9, Inc. (hereinafter referred to as “SAWDC”) and Alabama Industrial Development Training (hereinafter referred to as “AIDT”).
2. **Purpose.** The purpose of the MOU is to establish the terms and conditions under which all parties involved will work together to provide industry coordination and case management services to employers in maritime, aviation and aerospace, manufacturing, or industrial construction.
3. **Terms of MOU.** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until September 30, 2018. This MOU may be terminated, without cause, by any party upon 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed on the cover.
4. **Payment.** No payment shall be made to either party by any of the other parties as a result of this MOU except as provided by section 5.A.1.
5. **Responsibilities.**
  - A. **AIDT:**
    1. Provide expense reimbursement to SAWDC for actual costs of salary and benefits not to exceed \$65,000 for one Industry Coordinator for the period of twelve months beginning October 1, 2017 and ending September 30, 2018. See Exhibit A for job description.
    2. Work closely with SAWDC to coordinate management and supervision of aforementioned employee.
    3. Work with SAWDC to ensure that all specific data collection and other reporting requirements are met in a timely manner.
  - B. **SAWDC:**
    1. Submit invoice to AIDT on a monthly basis for actual costs of salary and benefits incurred within said month.
    2. Work closely with AIDT to provide management and supervision of aforementioned employee.
    3. Work with AIDT to ensure specific data collection and reporting requirements are met in a timely manner.

**6. 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 among the parties to this MOU, shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Entirety of Agreement.** This MOU, consisting of 2 pages (excluding exhibits), represents the entire and integrated agreement among the parties and supercedes all prior negotiations, representations and agreements, whether written or oral.
- C. Debt Clause.** The terms and commitments agreed to and contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No 26.
- D. Immigration Law.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- E. Governing Law.** The Constitution and laws of the State of Alabama shall govern this MOU.
- F. Severability Clause.** It is further agreed that, if any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the course of this Agreement, then that conflicting provision in the MOU shall be deemed null and void and the rest of the MOU shall be enforceable.

**7. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on 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.

**APPROVED:**

\_\_\_\_\_  
Ed Castile, Director  
Alabama Industrial Development Training

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Date

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Laura Chandler, Executive Director  
Southwest Alabama Workforce Development Council Region 9, Inc.

\_\_\_\_\_  
Date