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Frisco, Texas 75034
Telephone (512) 914-1328

November 15, 2019

Mr. Scott Muri
Superintendent
Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761

Re: Letter of Engagment between the Ector County Independent School District and Culwell Consulting LLC for Chapter 313 annual services

I would like to thank you for engaging Culwell Consulting LLC to provide services in regards to the maintenance of Ch. 313 agreements held by Ector County ISD.

Under each district's Chapter 313 agreement, a "third party" consultant must be used to annually calculate the amount necessary to compensate the district for any loss that the district incurs in its Maintenance and Operations revenue solely as a result of, or on account of, entering into its Agreement, after taking into account any payments to be made under this Agreement. The Agreement also provides for such "third party" consultant to prepare and file any financial reports, disclosures, tax credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. The Applicant, not the school district, is responsible for the financial cost of the third party services as determined by the Agreement

The consulting services include:

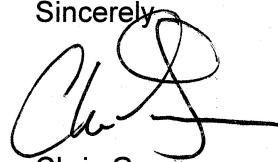
- Preparation of the annual revenue-loss and school-district benefit report to be submitted for the school district and the company, as required under the agreements;
- Assistance with the completion and submission to the Comptroller's Office the annual eligibility report form, biennial progress report form, and school district form indicating any benefit payments, extraordinary educational expenses, and revenue protection payments;
- Assist the school district with any audit relating to the Chapter 313 agreements;
- Provide updates on legislative actions as they pertain to the Chapter 313 program;
- Providing ongoing interpretation and administration of the existing Chapter 313 Agreement.

This contract constitutes the entire agreement and understanding between the parties, and any amendment thereto shall be in writing signed by both parties. The contract may be terminated without cause on 30 days notice by either party. Any unpaid work at the time of termination shall be paid to the Consultant.

In signing below, the district agrees to engage Culwell Consulting LLC to conduct the services above regarding all active Ch. 313 agreements in Ector County ISD.

We appreciate the opportunity to work with Ector County ISD.

Sincerely,



Chris Grammer
Culwell Consulting LLC

Mr. Scott Muri
Superintendent
Ector County ISD

Date