

RESOLUTION NO. 2020R-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, ALLOCATING \$850,000 IN CARES CORONAVIRUS RELIEF FUNDS (CRF) TO ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (ECISD) FOR THE PURCHASE OF DEVICES TO FACILITATE DISTANCE LEARNING AND TECHNOLOGICAL IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO DISTRIBUTE THESE FUNDS; AND DECLARING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:

Section 1. That allocation of \$850,000.00 in CRF funds will facilitate compliance with COVID-19 public health precautions. ECISD will use the funds toward the CRF Bulk Purchase Local Match Reimbursement Program (LMRP). The cash match program with the Texas Education Agency will enable ECISD the ability to purchase iPads, Chromebooks, and MiFi Hotspots for their students.


Section 2. That the City Manager is hereby authorized to sign any contracts or other documents necessary to distribute these funds.

Section 3. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 13th day of October, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	ABSENT
Dewey Bryant	AYE
Detra White	AYE
Tom Sprawls	AYE
Mari Willis	AYE
Peggy Dean	AYE
David R. Turner	AYE

Approved this the 13th day of October, A.D., 2020.



David R. Turner, Mayor

ATTEST:



Norma Aguilar-Grimaldo, City Secretary



APPROVED AS TO FORM:



Natasha Brooks, City Attorney

City council tables, again, creation of PFC

By Royal McGregor rmcgregor@oaoa.com | Posted: Tuesday, October 13, 2020 10:14 pm

The Odessa City Council decided to table the creation of an Odessa Public Facility Corporation which would give council members the ability to work with developers to create housing in Odessa.

During the public comment section on the decision to remove it from the table, three people in attendance spoke out against the creation of a PFC.

One of those people was Odessan Larry Robinson who provided the Odessa American with his notes, which included many of his talking points as he addressed the city council during a regularly scheduled meeting Tuesday in the Council Chambers located on the fifth floor of City Hall at 411 W. Eighth St.

Robinson detailed in his notes: "The PFC will deprive the schools of much needed money that they would otherwise collect from an apartment complex within the city. The county of Ector will miss out, as well as OC, ECHD but of the greatest part will be ECISD. This void will have to be filled by the taxpayers of all jurisdictions."

Members of the council responded to the public's concern over forming a PFC. The matter will remain tabled for future city council meetings.

The council also tabled the item at a Sept. 22 meeting after some Odessans expressed concerns regarding the tax breaks to developers, as well as the lack of regulation on what developers built as far as quality and room size, a previous Odessa American article stated.

The council approved allocating \$850,000 in CARES Coronavirus Relief Funds to Ector County Independent School District for the purchase of devices to facilitate distance learning and technological improvements. ECISD Chief Technology Officer Kellie Wilks stated during the meeting that the Texas Education Agency will match the donation. ECISD purchased 6,500 Chromebooks, 5,800 iPads and 1,000 MiFi hotspots.

"It is very important for our kiddos to be able to work from home or whatever their tablets and computers will allow," District 5 councilmember Mari Willis said. "... We absolutely care about our kids."



Odessa logo, City Council RGB wide.jpg

The council also approved a bid awarded to Dennard Electric for the water treatment plant generator integration program project for \$488,108. Thomas Kerr, Public Works and Utilities Director, said during the meeting that the old generator was installed in 1982.

The council also went into executive session for an hour and 14 minutes to consider pending or contemplating litigation.

OTHER ACTION:

>> Approved City Council minutes, Sept. 22.

>> Approved City Council Work Session minutes,

>> Approve of the request by Halliburton Energy Services, owner, Multatech, agent, for original zoning of Heavy Industrial (HI) on Lots 1 and 2, Block 1, Halliburton Subdivision, 2nd Filing, Odessa, Ector County, Texas (south of the intersection of Interstate 20 and FM 1936) (Ordinance - Second and Final Approval)

>> Approve the purchase of new Fire Station Alerting (FSA) system with MachAlert.

>> Approved amending the Odessa City Code Chapter 4 "Business Regulations", Article 4-6 "Peddlers and Itinerant Vendors", Section 4-6-9 "Permit Required for Peddlers, Solicitors and Itinerant Vendors" (Ordinance - First Approval)

>> Approved the request by Tabitha McElhaney, owner, for a specific use permit to allow a beauty shop-one chair accessory use in a Single Family-Three (SF-3) zoning district on Lot 21, Block 13, Scottsdale West (5 Cody Court) (Ordinance - First Approval)

>> Approved the request by Tyler Bradley, owner, SW Howell, agent, for original zoning of Light Industrial (LI) on proposed Lot 1, Block 1, Metal Solutions Addition (southwest of the intersection of Interstate 20 and Crane Avenue) (Ordinance - First Approval)

>> Approved an interlocal cooperation contract with the University of Texas Permian Basin for street services.

>> Approved resolution of amended payment schedule to Apergy to reflect an initial payment of \$400,000 instead of \$300,000.

>> Approved adopting a new rate review mechanism with Atmos Energy.



OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 Odessa, Texas

CDC
 (EXHIBIT)A

TO: Chief Financial Officer
 FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Kellie Wilks
 Principal OR Director
 _____ / Technology
 School OR Department

PSP

Name of Donor (if organization, please include name of president)

Mailing address City State Zip Code
 has offered a donation or gift in the following category: Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
<u>ck</u>	<u>\$100,000</u>	<u>space & Connectivity</u>
_____	\$ _____	_____
_____	\$ _____	_____

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

Approval () Disapproval Kellie Wilks 11/09/2020
 PRINCIPAL / DIRECTOR Date

Approval () Disapproval Celaste Patten 11/9/20
 DIRECTOR OF DEVELOPMENT Date

Approval () Disapproval Suzanne Othman 11/9/20
 CHIEF FINANCIAL OFFICER Date
 (The following approval required for a single donation/gift of \$10,000 or more)

() Approval () Disapproval _____
 SUPERINTENDENT OF SCHOOLS Date



SERVICE ORDER & STATEMENT OF WORK

STARLINK CONTRACT INFORMATION		
Contract No.	Account No.	
CUSTOMER INFORMATION		
Customer Name	Ector County Independent School District	
Customer Corporate Address	802 N. Sam Houston, Odessa, TX 79761	
Principal Point of Contact (Name, Phone, Email)	Kellie Wilks, (432) 456-8641, Kellie.Wilks@ectorcountytisd.org	
Billing Contact (Name, Phone, Email)	Kellie Wilks, (432) 456-8641, Kellie.Wilks@ectorcountytisd.org	
SERVICE TERM, EQUIPMENT AND LOCATIONS		
Equipment Delivery Address & Contact	To be delivered via consumer signup	
Estimated Equipment Shipment Date	January 1 2021. In coordination with Customer, and based on ongoing assessments of system status and readiness, SpaceX may elect to delay the Shipment Date to no later than March 1 2021 or provide early service free to customer.	
Equipment Provided By SpaceX (Kits)	<input checked="" type="checkbox"/> Consumer Kit <input type="checkbox"/> Small Business Kit <input checked="" type="checkbox"/> Ridgeline mounting bracket	
Activation Date	January 1 2021. In coordination with Customer, and based on ongoing assessments of system status and readiness, SpaceX may elect to delay the Shipment Date to no later than March 1 2021 or provide early service free to customer.	
Service Term	1 year from Activation Date	
<i>Customer can cancel Services at any time. This Service Term represents the period of time SpaceX commits to providing Services. After the Service Term expires, unless extended, the Agreement will continue on a month-to-month basis for both parties.</i>		
ASSIGNED USERS		
Expected Use Case / Maximum Number of Users	Up to 45 Residences (distributed per SoW)	
User Service Sites/Location(s) and No. of Kits per Site/Location: <i>(Physical address, Lat/Long, or geographical range for mobile applications)</i>	Users	Kits Per Site
	1.	
	2.	
	3.	
	Check here if more sites listed on additional pages:	<input checked="" type="checkbox"/>
SERVICE DESCRIPTION & CHARGES		
Yearly Recurring Charges (MRC)	Type	Price (USD)
	Connectivity	\$45,900 per Year
	Other Services per SOW	N/A
	Total charges (Yearly)	N/A
Non-Recurring Charges (NRC)	Type	Price (USD)
	Starlink Kit (including shipping)	\$45,000(One Time)
	Mounting Hardware	\$4,500 (One Time)
	Total charges	\$49,500 (One Time)
STARLINK SERVICE CONTACTS		
Starlink Customer Portal Website	starlink.com	
Starlink Customer Account Contact	Nick Galano – nick@spacex.com	
Starlink 24hr. Technical Contact	Support.starlink.com	
STATEMENT OF WORK		
<p><i>Customer agrees that assigned users are participating as early adopters in a beta service program and service reliability may be imperfect at certain times. In such an event, we encourage the users to work directly with Starlink Customer Support in order to provide feedback to help SpaceX quickly identify and implement any corrective actions required to restore intended functionality (that may include actions not normally covered under standard warranties).</i></p> <p><i>No later than 30 days prior to the Shipment Date, Customer and SpaceX shall mutually agree upon the 45 service locations.</i></p> <p><i>The service shall support up to 45 consumer kits within approximately 10 km (~6.2 miles) from the community center (31.754461°N, -102.367983°W)</i></p>		

The Agreement between Customer and Space Exploration Technologies Corp ("SpaceX") consists of the terms of this Service Order & Statement of Work, and the following terms available at www.starlink.com or on request: (1) Starlink Services Terms for Angel Accounts, (2) Starlink Acceptable Use Policy, (3) Starlink Privacy Notice, (4) Software Usage Terms and Restrictions, and (5) Non-Disclosure Agreement.



SERVICE ORDER & STATEMENT OF WORK

SPACE EXPLORATION TECHNOLOGIES CORP.

By: *Jonathan Hofeller*
Name: Jonathan Hofeller
Title: VP of Starlink Sales
Date: October 1, 2020

CUSTOMER

By: *Josette Dobbins*
Name: *Josette Dobbins*
Title: *Purchasing Director*
Date: *9/30/2020*



Starlink Beta Enterprise Service Terms for Angel Accounts

Space Exploration Technologies Corp. ("SpaceX") offers two-way satellite-based internet service ("Services") and a satellite dish, router and mount ("Starlink Kit") to you, the customer, subject to these Starlink Beta Enterprise Service Terms ("Terms"). These Terms and the details you agree to in your order when you apply for Services ("Order") form the entire agreement between you and SpaceX ("Agreement").

1. Purchasing Starlink Kit and Services.

- 1.1. **Services.** SpaceX will provide the Services and the Starlink Kit for use exclusively at the locations you provided in your Order.
- 1.2. **Title to Starlink Kit.** SpaceX transfers title to the Starlink Kit to you at the time of shipment.
- 1.3. **Assigned Users.** Customer may assign the Starlink Kit and Services to individual users, households or entities ("User(s)") under this Agreement. Each User's service address, and any other information requested by SpaceX, must be provided within the Order and approved by SpaceX. To obtain Services, each User will be required to enroll in a plan at www.starlink.com. Services provided to the User will be subject to and on the condition that the User agrees to the Consumer Service Terms ("Consumer Terms"). If there is a conflict between the Terms under this Agreement and the Consumer Terms, the provisions of these Terms will prevail.
- 1.4. **Agreement Duration.** SpaceX will start providing Services to you on the Activation Date and for the time period described in the Order (Service Term). As described in Section 3.2 (Cancellation Rights) you can stop the recurring payment and cancel Services at any time via the Starlink Customer Portal.
- 1.5. **Software Updates and License Terms.** Software copies and updates installed on the Starlink Kit are not sold, only licensed to you personally (on a non-exclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to software license and usage terms, and restrictions that SpaceX posts on the Starlink Customer Portal. SpaceX reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Services, and the software, except as expressly granted in this Agreement.
- 1.6. **Payments.** You have to pay a one-time purchase price for the Starlink Kit when SpaceX accepts your Order and recurring charges for the Services in accordance with the Service plan that you or the User selects in the Order. You authorize SpaceX to charge your approved payment method on a monthly, recurring basis, starting 14 days after SpaceX ships your Starlink Kit, unless otherwise agreed to in Order.
- 1.7. **Payment Method.** You authorize SpaceX to either (a) invoice you or (b) charge an approved payment method selected on the Order. Use of a credit or debit card is subject to the terms and conditions in your card member agreement, including fees that may be charged by the issuer. If there is a change to your bank or card account information, including expiration date, you must update your payment information in your Starlink Account to avoid suspension or termination of Services. SpaceX may also update your payment method with information provided by the payment service providers. You authorize us to continue to charge your payment method following any update to your information. For invoices, if applicable, all amounts due to SpaceX are payable in full within thirty (30) days from date of the invoice.
- 1.8. **Taxes, Fees, Surcharges.** In addition to the Starlink Kit purchase price and recurring charges for Services, we may collect or request reimbursement for taxes and other fees and surcharges, as required by law, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass for which we do not collect and remit on your behalf. You are also responsible for any additional government fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on, incident to, or based upon the provision, sale, or use of the Services or Starlink Kit.
- 1.9. **Payment Disputes & Suspended Service.** Disputes on your Starlink bill should be handled via your Starlink Customer Portal. In the event of a billing dispute, you must timely pay all undisputed amounts. If the payment dispute is resolved against you, or if you simply fail to pay for Services on time, you must pay the amounts due or your Services will be suspended until the overdue amounts are paid.

2. **Starlink Kit Installation.** You are responsible for installation of the Starlink Kit in a location that has a clear field of view per the Install Guide(s) available in the Starlink Customer Portal. It is your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals related to the designated installation location applicable to the Services and the installation of the Starlink Kit. You are responsible for paying any associated fees or other charges, and to obtain any permits or authorizations necessary for the Services and the installation of the Starlink Kit. Should use of the Services require any construction or alteration to your property, SpaceX is not obliged to restore your property to the same physical state as prior to delivery of Services. If you require a permanent roof mount installation, or the penetration to your roof or wall, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to your roof or roof membrane.

3. Changes and Cancellation.

- 3.1. **Changes.** SpaceX may change or discontinue Service Plans, prices, these Terms, and Starlink Specs from time to time. By continuing to use the Service you agree to any changes.
- 3.2. **Cancellation Rights.** You can stop the recurring payment and cancel Services at any time via your Starlink Account located within the Starlink Customer Portal. You are not entitled to any refunds, except as set forth under Sections 3.3 (Cancellation, Return and Full Refund) or 3.4 (Cancellation, Return and Partial Refund).
- 3.3. **Cancellation, Return and Full Refund.** You may return an undamaged Starlink Kit within 30 days of receipt for a full refund for any reason, including the inability to receive Services at your address due to field of view issues. To return the Starlink Kit, follow instructions in the Return Policy in the Starlink Customer Portal.
- 3.4. **Cancellation, Return and Partial Refund.** For Starlink Kits, SpaceX will offer you: (a) an option to return and replace your Kit for a valid warranty claim based on Section 4.3 (Limited Remedies); or (b) a partial refund on your Kit if SpaceX implements a Substantial Change within 12 months of the date SpaceX accepts your Order and SpaceX does not give you an option to continue on your original terms for the remainder

of such 12 month time period. Such partial refund will be calculated on a 12-month straight-line depreciation basis. Substantial Change means a price increase of more than 50% per month, or a downward correction of performance goals in the Starlink Specs by more than 50%.

For Starlink Services, if you are paying month-to-month you are not entitled to any refunds after you cancel. For Services paid in advance, (i) you may transfer the Services to another approved User; or (ii) SpaceX will provide a partial refund for the Services on a prorated basis (rounded to the next month).

4. **Limited Warranty, Disclaimers, Remedies and Liabilities.**

- 4.1. **Limited Warranty.** The Starlink Kit and Services are novel, still in a beta testing phase, under development, and subject to change. SpaceX will use reasonable efforts to facilitate that the Starlink Kit, at the time of delivery, and the Services, as performed, substantially meet performance goals set forth in Service Level Agreement ("SLA") and SpaceX's specifications ("Starlink Specs"), as amended by SpaceX from time to time based on experience and innovation.
 - 4.2. **Exclusions and Force Majeure.** SpaceX is not responsible for damage to the Starlink Kit after delivery, or operation of the Starlink Kit or the Services resulting from manual re-pointing of the antenna; repair, modification or disassembly of Starlink Kit by anyone other than SpaceX or its authorized agent; failure to follow instructions, including obstructing the Starlink Kit's field of view; fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; spills of food or liquids on Starlink Kit; planned or emergency maintenance on the network; problems with your electrical power or network equipment; misuse, abuse, accident, vandalism, alteration, or neglect; normal wear and tear or deterioration, or superficial defects, dents, marks that do not impact performance of the Starlink Kit; use in combination with devices not provided or approved by SpaceX; inability to obtain or maintain necessary permissions, authorizations or permits; or events not reasonably within SpaceX's control.
 - 4.3. **Limited Remedies.** If the Starlink Kit fails to meet the limited warranty standard set forth in Section 4.1 (Limited Warranty) and SpaceX receives a valid, detailed, written warranty claim from you within 12 months after delivery of the Starlink Kit, Starlink will cure the discrepancy within 30 days of receiving your claim, including, at SpaceX's choice, by replacing or repairing your Starlink Kit with a new, different or refurbished device or part. This device will be covered by the limited warranty for the greater of 3 months or the remainder of the original 12 month warranty period.
 - 4.4. **DISCLAIMERS.** EXCEPT AS SET FORTH IN SECTION 4.1 (LIMITED WARRANTY), SPACEX PROVIDES THE STARLINK KIT AND SERVICES "AS IS," WITHOUT ANY EXPRESS WARRANTY OR REPRESENTATION. SPACEX DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE.
 - 4.5. **LIMITATIONS OF LIABILITY.** SPACEX WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES OR DAMAGES RESULTING FROM THE KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. SPACEX'S LIABILITY UNDER THESE TERMS FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO SPACEX UNDER THESE TERMS OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY. THE LIMITATIONS SET FORTH IN SECTION WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, SERVICES OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS WHETHER SPACEX WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.
 - 4.6. **Assumption of Risk.** YOU AGREE THAT YOUR USE OF THE SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.
- #### 5. **Compliance.**
- 5.1. **Privacy.** SpaceX processes personal information as described in its [Starlink Services Privacy Policy](#), as amended from time to time.
 - 5.2. **Acceptable Use Policy.** You agree not to use, or permit others to use, the Services in ways that (a) violate any law or applicable regulation, (b) violate SpaceX's Acceptable Use Policy, or other policies available on the Starlink Customer Portal, (c) infringe the rights of others, or (d) interfere with the users, services, or Starlink Kit of the Starlink network or other networks. If you use Starlink Services to access other third-party products, you are responsible for complying with the terms of service for those products.
 - 5.3. **NDAs.** Each party will comply with any written confidentiality or non-disclosure agreement signed by the parties.
 - 5.4. **Trade Laws.** You must comply with all applicable International Trade Controls in the context of these Terms, including applicable export control, economic sanctions, customs/import and anti-corruption laws and regulations. You represent that you are not located in any country or territory that is subject to comprehensive country or territory-wide sanctions (currently, U.S. embargoes apply to the Crimea region, Cuba, Iran, North Korea, and Syria). You will not divert Starlink Kit or Services to end users or for end uses that are prohibited under International Trade Controls.
 - 5.5. **No Resale.** You may only provide access to the Services to employees and individual independent contractors of your company and your subsidiaries and affiliates. Unless agreed to by the parties in the Order, you may not resell or provide access to the Services to others as a stand-alone service.
6. **Marketing and Branding.** Without prior written consent, neither party may use the other party's trade names, trademarks, logos, domain names, and other distinctive brand features.
 7. **Indemnification.** You agree to defend and indemnify SpaceX against any third party claims against SpaceX based your use of Starlink Services. This includes, but is not limited to, if you or anyone using your account uses Starlink Services in ways that are (i) illegal or violate these Terms or

SpaceX's Acceptable Use Policy (for example illegally downloading movies or music without paying for them); or (ii) negligent, reckless or intentionally wrongful.

8. **No Transfers, Assignments.** With the exception of the Users identified in the Order, or added to future Orders, you may not assign, sell or transfer this Agreement, software installed on the Starlink Kit, or access to Services. Any attempted transfer or assignment will be null and void. SpaceX may terminate this Agreement for cause if you attempt to transfer Services or this Agreement. If your Starlink Kit is stolen, destroyed or otherwise removed from your premises without your authorization, you must provide notice via the Starlink Customer Portal immediately, or else you may be liable for payment of unauthorized use of your Services. You are liable for any charges or fees incurred by the use of the Services and Starlink Kit by anyone else, including Users. SpaceX can assign these Terms, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion.
9. **Termination by SpaceX.** SpaceX may, at any time, without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Services for (a) a violation of these Terms, including Starlink Acceptable Use Policy; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware; (d) a failure to obtain or maintain the necessary governmental authorizations required to bring Services; (e) your participation in fraudulent or illegal activities; or (f) your failure to pay any fees owed for Services if you have not cured such non-payment within 30 day period of receiving a request to cure from SpaceX.
10. **Governing Law.** For Services provided to, on, or in orbit around the planet Earth or the Moon, these Terms and any disputes between us arising out of or related to these Terms, including disputes regarding arbitrability ("Disputes") will be governed by and construed in accordance with the laws of the State of Texas in the United States. For Services provided on Mars, or in transit to Mars via Starship or other colonization ship, the parties recognize Mars as a free planet and that no Earth-based government has authority or sovereignty over Martian activities. Accordingly, Disputes will be settled through self-governing principles, established in good faith, at the time of Martian settlement.
11. **Agreement to Arbitrate.**
 - 11.1. **Please carefully read section, which applies to any Disputes between you and SpaceX.**
 - 11.2. **Under these Terms, you and SpaceX each waive any and all rights to have a court or jury hear or decide any Disputes. Rather, Disputes will be settled by a single arbitrator in a binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the United States Commercial Arbitration Rules of the AAA. To learn more about the rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.**
 - 11.3. **Notice to Dispute.** If you have a Dispute, before initiating arbitration, you must send a written notice to spacexlegal@spacex.com describing your issue and your desired resolution. If your Dispute has not been resolved within 60 days of submitting a notice, you may initiate arbitration as described above.
 - 11.4. **Arbitration Costs and Fees.** If you commence an arbitration against SpaceX pursuant to this binding arbitration clause, SpaceX will pay the arbitration fees and expenses imposed by the AAA directly. However, if the arbitrator finds your claim is frivolous or brought for an improper purpose, then SpaceX may seek reimbursement of any AAA fees and expenses it has paid in your behalf.
 - 11.5. **PROHIBITION ON CLASS ARBITRATION.** YOU AND SPACEX AGREE THAT NO DISPUTE OR CLAIM MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ACTION OR CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR ARBITRATION, REGARDLESS OF WHETHER THE APPLICABLE ARBITRATION RULES WOULD OTHERWISE PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, YOU AND SPACEX MAY ONLY PURSUE A CLAIM AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON, AND NO OTHER PERSON MAY PURSUE A CLAIM ON BEHALF OF YOU OR SPACEX AGAINST THE OTHER. AN ARBITRATOR MAY ENTER AN AWARD ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.
12. **General Provisions.**
 - 12.1. **Eligibility.** You must be at least 18 years old (or the legal age of majority in your jurisdiction of residence) to enroll in Services. Enrollment limits may apply. Offers are contingent upon product availability. Services and Starlink Kit may not be available in all locations.
 - 12.2. **Records.** You should keep copies of these Service Terms and any sales receipt or other materials relevant to your purchase of the Starlink Kit and Services for your records. SpaceX reserves the right to substitute, change, cancel or add to any part of these Terms at any time upon notice to you, and your continued use of the Services constitutes agreement to the updated Terms. Visit the Starlink Customer Portal for the most current Terms.
 - 12.3. **Electronic Delivery Policy, Consent and Notices.** You consent to receive all agreements, updates, disclosures, policies, notices, and other information (collectively, "Notices") provided by SpaceX or its affiliates via paper and/or electronic delivery at SpaceX's sole discretion. SpaceX may deliver or display Notices to you by email or pop-up window, or by posting a message on the Services or the Starlink Customer Portal. You may receive periodic texts, emails, or other communications from SpaceX, such as notices regarding expiration of your account and changes to Service Terms.
 - 12.4. **No Waiver.** No waiver by SpaceX of any breach of these Terms will be a waiver of any preceding or succeeding breach. No waiver by SpaceX of any right under these Terms will be construed as a waiver of any other right. SpaceX will not be required to give notice to enforce strict adherence of these Terms. A waiver must be provided in writing by an authorized representative of SpaceX to be effective.
 - 12.5. **Additional Contracts.** For Services provided outside the United States, You or your local affiliate may be required to enter into a separate local country addendum/agreement with the respective SpaceX affiliate that provides the local Service(s). Such SpaceX affiliate may bill you or your local affiliate for the respective local Service(s).



Amendment No. 1 to the Agreement between

Space Exploration Technologies Corp. And Ector County Independent School District.

This first Amendment is made and entered into by and between **SPACE EXPLORATION TECHNOLOGIES CORP.** and **Ector County Independent School District** (together, the “Parties”).

WHEREAS, the Parties entered into the Starlink Service Terms for Angel Accounts, which incorporated the Service Order and Statement of Work (“Order”) effective as of **11 Nov 2020** (the “Agreement”);

WHEREAS, the Agreement per the Order included a price of **\$45,000** for **45** of Starlink Kits; and

WHEREAS, the Parties wish to amend such Agreement to change the price of the Starlink Kits.

NOW THEREFORE, the Parties hereby agree, without additional cost or obligation, to the following revision to the Agreement:

The paragraph in the Order titled “Service Description & Charges” under the “Non-Recurring Charge” section shall be revised as follows:

SERVICE DESCRIPTION & CHARGES		
Non-Recurring Charges (NRC)	Type	Price (USD)
	Starlink Kits (includes shipping)	\$22,455 (\$499 Each)
	Mounting Hardware	\$4,500
	Total Charges	\$26,955

All other terms and conditions of the Order and Agreement that were in effect prior to this Amendment remain unchanged. If there is a conflict or inconsistency between the terms in this Amendment and those contained in the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date last below written.

Ector County Independent School District

SPACE EXPLORATION TECHNOLOGIES CORP.

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer
 FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Kellie Wilks
 Principal OR Director
 _____ / Technology
 School OR Department

Chiefs for Change

Name of Donor (if organization, please include name of president)
1455 Pennsylvania Ave. NW Suite 400-311 Washington D.C 20004
 Mailing address City State Zip Code

has offered a donation or gift in the following category: _____ Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
<u>ck 0047600318</u>	<u>\$100,000⁰⁰</u>	<u>Space X and Internet Connectivity</u>
_____	\$ _____	_____
_____	\$ _____	_____

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

Approval () Disapproval Kellie Wilks 11/09/2020
 PRINCIPAL / DIRECTOR Date

Approval () Disapproval Celeste Patten 11/9/20
 DIRECTOR OF DEVELOPMENT Date

Approval () Disapproval Deborah O'Leary 11/9/20
 CHIEF FINANCIAL OFFICER Date
 (The following approval required for a single donation/gift of \$10,000 or more)

() Approval () Disapproval _____
 SUPERINTENDENT OF SCHOOLS Date

ECISD to pilot SpaceX internet

By Ruth Campbell rcampbell@oaoa.com | Posted: Tuesday, October 20, 2020 4:02 pm

Ector County ISD on Tuesday became the first school district in the nation to partner with SpaceX to provide broadband service to families with poor or no internet access.

Superintendent Scott Muri made the announcement at a concrete slab diagonally across from Wilson's Corner near Pleasant Farms. He was joined by ECISD Board of Trustees President Delma Abalos, Permian Strategic Partnership President and CEO Tracee Bentley and state Rep. Brooks Landgraf, R-Odessa.

Starting in January 2021, 45 families will be served by Starlink. Assuming that goes well, another 90 families will be added, Muri said. The service won't cost the families anything for a year.

The venture is the result of a partnership of ECISD, Chiefs for Change, a national philanthropic organization, PSP and SpaceX. The cost is \$300,000 and Chiefs for Change provided \$150,000.

The partnership will bring SpaceX's Starlink satellite technology to families in the community.

After schools shut down in March due to COVID-19, a survey of families in ECISD found that 39 percent did not have internet access in their homes, or had limited internet access.

"Right behind me, you are looking at the community of Pleasant Farms that has very limited broadband service. We have children; we have families; we have educators living in this community and having the internet in their home is extremely difficult, if not impossible. But because of Space X and their Starlink technology, they are right now circling a series of satellites above this area and they will beam a high-quality broadband signal to our families, providing high-quality, high speed broadband access so our children can continue the learning process ...," Muri said.



OAT102120_ECISDBroadband

Superintendent of ECISD Scott Muri, left, speaks during a press conference announcing the school district's rolling out of SpaceX's Starlink broadband access on Tuesday morning south of Odessa. ECISD will be the first school district in the country to trial the device that will help students who live in areas with poor or no service connect to the internet via a high-speed satellite connection.

Muri said ECISD has worked diligently with the local community and state officials to explore opportunities for students, but also looking long-term.

“Short-term solutions are not the answer,” Muri said. “We need solutions that provide permanent solutions, permanent opportunities for kids not only in ECISD but across our state and across our nation ...”

Bentley said one of the most rewarding aspects of her job is being able to collaborate with visionary leaders.

“When the Permian Strategic Partnership was formed nearly two years ago, our intent was to look at the entire Basin and identify areas in which we could make real and lasting impacts that will benefit our communities. We eventually identified some specific, yet broad initiatives -- safer roads, affordable housing, superior schools, a trained workforce and quality health care,” Bentley said. “To address these issues, the Permian Strategic Partnership has been working in collaboration with elected officials, local leaders, community organizations and citizens from West Texas and Southeast New Mexico. This collaboration is key to strengthening and improving the quality of life for the residents of the Permian Basin. As we continue identifying ways we can continue to make our communities even better, it has become clear that one such focus should be connecting the Permian Basin.”

“We all know that access to broadband is essential for the success of our region. Unfortunately, there are far too many people who lack this access. This unserved need has become especially apparent over the last few months and it is imperative that we work together to address this most importantly to meet the needs of our schools and our school children,” she added.

Bentley added that this is a chance for the Permian Basin to demonstrate what it can accomplish when the right people are brought to the table.

“We are not just a leader in energy production,” Bentley said. “We are a leader in implementing innovative ideas to solve our most pressing needs and I look forward to future partnerships such as this.”

Landgraf noted that is this a bold project poised to transform the life of about 1 million rural Texans.

“This is a spark that is going to spread across the state of Texas that is going to transform lives in a very meaningful way, because as we stand here today, there are a million Texans in rural parts of the state and thousands of others even in the middle of urban areas who have been left on the wrong side of the digital divide. We’ve already talked about this morning about why broadband access is so important for health, for commerce and for educational attainment, especially in 2020 and especially amid a pandemic,” Landgraf said.

He added that the project provides a blueprint for other remote areas of the state to bridge the digital divide. He added that the impact can't be underestimated.

A national call is being made for federal action to end the digital divide. Our state and national leaders like Landgraf and U.S. Sen. John Cornyn, R-Texas, have taken up the torch to push for ubiquitous broadband internet for all, using Ector County ISD as a case study. Additionally, national PTA President Leslie Boggs testified before Congress about this critical need and referenced ECISD as an exemplar working to find innovative and permanent solutions, a news release said.

Abalos praised Muri, his team and the partners in the venture.

"I don't live very far from here, so I understand internet problems. But at least we have it. Some of these people don't have any access. This is a great project," Abalos said. "One of the school board's projects is to provide equity in the form of a high-quality education for all our students, and right now, equity is a big subject. We really are focused on equity for all of our students and this really helps us. It is going to help us do that."

"I am beyond proud to know that ECISD is the first school district in the United States to use the SpaceX Starlink satellite to provide internet service for our students. It's unreal in my opinion. It's like science fiction, so I am really excited about what's going on. We'll continue the search for innovative ways to support our students and create opportunities for them to pursue their dreams because we truly believe that our students are the future and we have a great team leading them," she added.



OUR students. THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 Odessa, Texas

TO: Chief Financial Officer
 FOR: Recommendation to Accept Donation/Gift

FROM: Delesa Styles / Ken Sreloff
 Principal OR Director
Permian HS / Choir
 School OR Department

Mojo Choir Booster Club
 Name of Donor (if organization, please include name of president)
1800 E 42nd Street Odessa TX 79762
 Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
<u>Sound system</u>	<u>\$ 80,000</u>	<u>Sound board, microphone, System</u>
_____	\$ _____	_____
_____	\$ _____	_____

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REMARKS: _____

Approval () Disapproval Delesa Styles 9-24-2020
 PRINCIPAL / DIRECTOR Date

Approval () Disapproval Christi Patten 10-8-2020
 DIRECTOR OF DEVELOPMENT Date

Approval () Disapproval Deborah O'Hara 10/14/20
 CHIEF FINANCIAL OFFICER Date
 (The following approval required for a single donation/gift of \$10,000 or more)

() Approval () Disapproval _____
 SUPERINTENDENT OF SCHOOLS Date