



## **RESTRICTED GRANT AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (the “**Grant Agreement**”) is made this 13th day of August, 2019 (the “**Effective Date**”) to memorialize the mutual understandings of Permian Strategic Partnership Inc., a Texas nonprofit corporation, acting as agent for its members listed in **Exhibit A** (the “**Members**”) for purposes of this Grant Agreement, and for no other purpose (in such capacity as agent for the Members, “**Grantor**”), and Ector County Independent School District, a political subdivision of the State of Texas (“**Grantee**” or “**ECISD**”), regarding the restricted grant being made by Grantor to Grantee (the “**Restricted Grant**”).

### **1. Award and Payment of Restricted Grant.**

- a. The amount of the Restricted Grant is up to \$360,000, in accordance with paragraph (b).
- b. Grantor will pay one-half of the Restricted Grant (the “Initial Payment,” which is \$180,000) to Grantee no later than October 1, 2019. On or before September 1, 2020, Grantee will provide to Grantor an accounting of the portion of the Initial Payment which has been expended on the Project through August 31, 2020. No later than October 1, 2020, Grantor will make a second payment to Grantee that is the lesser of: (i) \$180,000; or (ii) the difference between \$180,000 and the amount of the Initial Payment that has not been used for the Project as of the date of the accounting.

### **2. Purpose and Use of Restricted Grant.**

- a. The Restricted Grant may be used for the sole purpose of providing the teacher apartment subsidy as agreed with Weidner Homes Inc. (the “**Project**” as further described in Exhibit B (the “**Project Proposal**”) to this Grant Agreement) and for no other purpose.
- b. If Grantee has not entered into the Master Lease (as defined in Exhibit B) with Weidner Homes by September 15, 2019, the Restricted Grant will not be paid.
- c. Grantor has no obligations whatsoever to Weidner Homes.

**3. Progress Reports and Final Report.** Each month, beginning November, 2019, Grantee will submit to Grantor a report showing a detailed list of the number, type, and cost of apartments utilized in association with the project and a summary of the amount of the grant spent during the previous month.

**4. Records.** Grantee shall keep records satisfactory to Grantor related to performance of this Grant Agreement for a minimum of five years from the Effective Date. Upon Grantor’s reasonable request, Grantee shall make all books, ledgers, accounts, files, computer records, and personnel

involved in performing functions under this Grant Agreement available to Grantor or its designated representatives to determine compliance with the terms of this Grant Agreement and applicable law.

**5. Performance Evaluation.** With reasonable advance notice, Grantor may monitor and conduct an evaluation of activities funded by the Restricted Grant, which may include discussions of such activities with Grantee's personnel and review of financial and other records and materials connected with the activities financed by the Restricted Grant.

**6. Federal Tax Status.** Grantee hereby certifies that the Restricted Grant will be treated for federal income tax purposes as if Grantee were a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code (the "**Code**") and that the use of the Restricted Grant is a public purpose. Grantee shall timely advise Grantor immediately if federal, state, or local authorities notify Grantee of a change or proposed change in Grantee's tax status.

**7. Prohibited Uses of Restricted Grant Funds.** Grantee shall not use any portion of the Restricted Grant funds to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to carry on directly or indirectly a voter registration drive, to influence or intervene in any political campaign, to make grants to individuals, or for any non-charitable purpose.

**8. Cooperation.** Grantee shall cooperate with Grantor in supplying additional information if necessary to comply with any procedures required by any governmental agency in order for Grantor to establish that it has observed all requirements of the law with respect to the Restricted Grant.

**9. Publicity.** Grantee shall submit to Grantor for prior approval any proposed releases for publication or broadcast concerning the Restricted Grant. Grantee agrees that in all printed materials, such as annual reports and any press releases or articles publicizing the Restricted Grant, Grantor shall be recognized as Permian Strategic Partnership.

**10. Use of Marks.** Neither party to this Grant Agreement shall use the other party's or its affiliates' trademarks or service marks in any written, electronic or oral advertising or presentation or brochure, newsletter, book, electronic database or other written matter of whatever nature, without the party's prior written consent (collectively referred to herein as "**Publicity Material**"). A party must submit to the other party for written approval, prior to publication, all Publicity Material that display a party's or its affiliates' trademarks or service marks or that contain any symbols, pictures or language from with a connection to said trademarks or service marks may be inferred or implied.

**11. Notices.** Any notice, consent, report, waiver or other communication required under this Grant Agreement must be in writing to be effective and shall be delivered (i) in person with receipt acknowledged, (ii) by deposit into the custody of a nationally recognized overnight courier for next day delivery, (iii) by United States first class mail, postage prepaid, certified or registered mail, return receipt requested, or (iv) via electronic mail, in each case addressed as follows:

If to Grantor:

Tracee Bentley, CEO  
Permian Strategic Partnership  
P.O. Box 52640  
Midland, Texas 79705  
Email: [tracee@permianpartnership.org](mailto:tracee@permianpartnership.org)

If to Grantee:

Scott Muri, Superintendent  
Ector County Independent School District  
P.O. Box 3912  
Odessa, TX 79760

Email: [superintendent@ectorcountyisd.org](mailto:superintendent@ectorcountyisd.org)

or at such other address as may be submitted by giving the other party not fewer than five business days' advance written notice of such change of address in accordance with this Section 11.

**12. No Assignability.** Neither this Agreement nor any of the parties' rights hereunder may be assigned or otherwise transferred by any party without the prior written consent of the other party.

**13. Entire Agreement; Amendment.** This Grant Agreement is the entire agreement among the parties related to the Restricted Grant and supersedes all previous negotiations, commitments, writings and understandings between the parties concerning the Restricted Grant. This Grant Agreement may be modified or amended only by a writing signed by both Grantor and Grantee.

**14. No Waiver.** No failure or delay by a party in exercising any right or remedy under this Grant Agreement will waive any provision of this Grant Agreement, nor will any single or partial exercise by a party of any right or remedy under this Grant Agreement preclude it from otherwise or further exercising any rights or remedies which it may have, or any rights or remedies granted by any law.

**15. Severability.** The invalidity or unenforceability of any term or provision of this Grant Agreement shall not affect the validity or enforceability of the other terms or provisions, which shall remain in full force and effect.

**16. Descriptive Headings.** The descriptive headings used in this Grant Agreement are inserted for convenience of reference only and shall not be construed to define, limit, or add to the interpretation of any provision of, or scope or intent of, this Grant Agreement.

**17. Counterparts.** This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but any of which together shall constitute one and the same instrument. All signatures of the parties to this Grant Agreement may be transmitted via email attachment, and such e-mail attachment will, for all purposes, be deemed to be the original signature of each party whose signature it reproduces and will be binding on such party.

**18. Interpretation.** In the event an ambiguity or question of intent or interpretation arises, this Grant Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Grant Agreement.

**19. No Waivers.** Except as otherwise expressly provided in this Grant Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between the parties, shall constitute a waiver of any such right, power or remedy. No waiver by a party of any default, misrepresentation, or breach of covenant under this Grant Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of covenant under this Grant Agreement or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

**20. Agent Status of Grantor.** Solely for purposes of this Grant Agreement, Grantor is acting as agent for the Members, such Members having transferred the respective amounts listed in **Exhibit A** as earmarked funds to be paid over to Grantee pursuant to this Grant Agreement.

**21. Governing Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Grant Agreement in one or more counterparts, each of which shall constitute an original but all of which shall constitute one and the same instrument, as of the date first above written.

PERMIAN STRATEGIC PARTNERSHIP

By: \_\_\_\_\_  
Tracee Bentley, Chief Executive Officer

Ector County Independent School District

By: \_\_\_\_\_  
Scott Muri, Superintendent

**Exhibit A. - Members**

<b><u>Member</u></b>	<b><u>Amount</u></b>
Anadarko Petroleum Corporation	\$20,000
Apache Corp.	\$20,000
BPX Energy	\$20,000
Chevron Corp.	\$20,000
Cimarex Energy Co.	\$20,000
Concho Resources	\$20,000
ConocoPhillips	\$10,000
Devon Energy Corp.	\$20,000
Diamondback Energy, Inc.	\$20,000
Encana Oil & Gas (USA) Inc.	\$10,000
Endeavor Energy Resources, L.P.	\$10,000
EOG Resources, Inc.	\$20,000
Halliburton Company	\$20,000
Occidental Petroleum	\$20,000
Parsley Energy, Inc.	\$20,000
Pioneer Natural Resources USA, Inc.	\$20,000
Plains All American GP LLC	\$10,000
Schlumberger Limited	\$20,000
Shell Exploration & Production Co.	\$20,000
XTO Energy/ExxonMobil	\$20,000

**Exhibit B**  
**Project Proposal**  
**Attached to Grant Agreement between Permian Strategic Partnership Inc. and Ector County**  
**Independent School District**

**Initiative to support education employee housing for Ector County Independent School District (ECISD)**

- Grantee will enter into a master lease with Weidner Apartment Homes covering the apartments dedicated to housing Grantee's teacher employees (the "Master Lease"). The Master Lease will be for no less than a two year term and be for a maximum of 100 apartment units. The Master Lease must provide that Weidner Apartment Homes is discounting the rent on each unit 10% off the applicable rental rate.
- The apartment units will be limited to Grantee's instructional personnel.
- Grantee will pay the rent for the units covered by the Master Lease.
- The Restricted Grant will be used to pay up to \$150 per month of the rental rate per unit, up to 100 apartment units. The Restricted Grant will not be used to provide more than \$150 per month rent subsidy per apartment unit, nor will it be used for more than 100 apartment units. If less than all of the Restricted Grant is used under these conditions, in the first year of the Restricted Grant, the unused amount of the Restricted Grant will be rolled over to the second year and will reduce the amount of the payment due for the second year of the Project.
- Grantor's liability under this Agreement and with respect to the Project is limited to the amount of the Restricted Grant. Grantor will have no liability to Grantee or Weidner Apartment Homes for any amount of money in excess of the Restricted Grant.