

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is entered into by and between the **Ector County Independent School District** (“ECISD”) and the **Sunset Youth Golf Center** (“SYGC”), a nonprofit corporation, collectively referred to as the “Parties”, effective January 20, 2026 (the “Effective Date”).

### **I. PUBLIC PURPOSE**

The mission of the SYGC is to provide youth in ECISD with a safe, acceptable, and supportive space to practice and develop their golf skills and to inspire a generation of young people who not only excel in golf but also carry the values of perseverance, respect and leadership into every aspect of their lives. SYGC strives to be a catalyst for positive change in ECISD, creating a future where all students, regardless of background or circumstance, have access to the tools and opportunities needed to succeed in life.

SYGC wishes to provide certain services including the improvement of the Sunset Golf Course Property (“the Premises”) located at 9301 Andrews Hwy., Odessa, Texas (“the Project”). The purpose of the Project is to provide ECISD with a dedicated area from which to instruct golf students in the principles of the individual game and as team sport. The proposed Scope of Work is intended to be a permanent improvement to the Premises currently owned by ECISD and to co-exist with any future structures or campuses that may be planned in the future for the Premises.

ECISD desires to have the Premises improved by means of the Project. Such improvements shall be intended solely for the benefit of the ECISD students. Members of the community wishing to use the Premises must request access in compliance with applicable ECISD Board policy on use of school facilities.

### **II. RESPONSIBILITIES AND EXPECTATIONS**

Under this Agreement, the Parties agree to the following:

1. ECISD shall grant SYGC access to the Premises and permission to begin planning and construction of the Project.
2. Appropriate and adequate insurance coverage is to be acquired or provided by both Parties as required by ECISD and applicable law. Insurance coverage is to be in place before any construction begins on the Premises. ECISD already maintains general hazard insurance on the structures on the Premises and will continue to maintain insurance on the Premises. SYGC will maintain or require its contractors to maintain builder’s risk insurance during all phases of construction. SYGC shall maintain commercial general liability insurance coverage and workers compensation insurance.
3. SYGC will perform and complete the Scope of Work by using its own management team, machinery, materials, equipment, and other resources.
4. SYGC will notify ECISD immediately of any proposed or actual stoppages of work or other matters affecting or likely to affect the performance of the Work.

5. To the extent required and properly obtainable in its own name, SYGC will obtain all necessary permits, approvals, consents, authorizations, and licenses for the performance of the work.
6. SYGC shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, SYGC shall authorize posting of any notices required of ECISD pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project at the same location where SYGC or its Contractor posts notices regarding Workers Compensation. SYGC shall also be responsible for obtaining and paying all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.
7. SYGC shall submit work on the Project to ECISD for approval:
  - a. Within the time frame specified or, if no time is specified, then a reasonable time, such drawings, samples, patterns, and models as may be required by ECISD;
  - b. During the process of fabrication, manufacture, production, and construction, and within such reasonable time as ECISD may require, such drawings of the general arrangement and/or details of the Work, or any portion thereof, as set out in this agreement, or as ECISD may reasonably require;
  - c. Within a reasonable period after receiving such drawings, samples, patterns, and models, ECISD shall communicate its approval or rejection. If ECISD rejects or comments on any drawings, samples, patterns, or models, the same shall be resubmitted within ten (10) working days. Copies of all drawings which require approval by ECISD shall be provided by SYGC.
8. ECISD and SYGC shall have the right at all reasonable times to inspect the work on the Premises.
9. SYGC must obtain ECISD's written consent before incorporating any new designs or features that are not a part of the original Scope of Work (Exhibit A).
10. Any and all rights to the improvements on the Premises shall vest to ECISD immediately upon completion by SYGC and acceptance of ECISD.
11. ECISD agrees to keep the Sunset name for the Premises for the term of this Agreement. However, ECISD reserves the right to rename the Premises in the future in accordance with the District policies on naming facilities.

### **III. OPERATION AND MAINTENANCE**

1. ECISD will be responsible for hiring coaches and maintenance staff for the ongoing upkeep of the improved Premises. All staff hired by ECISD shall be the employees of ECISD. Alternatively, SYGC shall have the option to hire maintenance personnel to operate the facilities. In such case, SYGC shall be responsible for hiring, firing, paying, reporting and all other related employee responsibilities. SYGC may use contract workers to provide some of the services for the operations of the facilities. SYGC employees and contract workers shall be subject to mandatory background checks and District review. SYGC shall also be responsible for the monthly costs for electric, gas, water utilities.

2. The annual cost of operations, including staff salaries for groundskeeping maintenance and regular maintenance, will be paid by SYGC to ECISD on an annual basis, or if SYGC hires its own maintenance personnel, then SYGC shall pay all of such costs and shall provide evidence of such payments upon request to the District. These obligations of SYGC shall continue for a period of five (5) years from Project completion or until such time when ECISD completes construction of new facilities, structures, or campuses on the property and has a fully operational campus on the Premises, whichever is sooner. In the event access to City water may be required at any time during the term of this Agreement, SYGC agrees to be responsible for the cost of setting up access to City water and water utility bills attributable to the operation of the improved golf course during the term of this Agreement.

3. Nothing in this Agreement shall obligate ECISD to upkeep the golf course in perpetuity. ECISD reserves the right to suspend or permanently discontinue operation and maintenance of the improved golf course at any time following the completion and donation of the Project, if:

- a. SYGC has not provided funding as required herein or is otherwise in breach of this Agreement;
- b. Adequate funding is not appropriated by the District; or
- c. ECISD determines, in the District's sole discretion, that continued operation is not in the best interests of the District.

#### **IV. INDEMNIFICATION**

1. TO THE FULLEST EXTENT PERMITTED BY LAW, SYGC AND ITS AGENTS, INCLUDING THE CONTRACTORS RETAINED BY SYGC FOR PURPOSES OF THIS PROJECT, SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS ECISD AND ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF SYGC, ITS CONTRACTORS OR SUB-CONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY NEGLIGENT ACTS OR OMISSIONS OF ECISD, ITS AGENTS OR EMPLOYEES, OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION.

2. IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION ASSERTED BY AN EMPLOYEE OF SYGC OR ITS CONTRACTORS, A

SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

3. THE PROVISIONS OF THIS ARTICLE IV. IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

4. IT IS UNDERSTOOD AND AGREED THAT PARAGRAPH 1. ABOVE IS SUBJECT TO, AND EXPRESSLY LIMITED BY, THE TERMS AND CONDITIONS OF TEXAS CIV. PRAC. & REM. CODE ANN. SEC. 130.001 TO 130.005, AS AMENDED.

#### **V. AUTHORIZED INDIVIDUALS**

Both ECISD and SYGC shall designate authorized coordinator(s) to oversee and facilitate the implementation of this agreement, as follows:

For ECISD:	Dr. Keeley Boyer Superintendent Ector County ISD 802 N. Sam Houston Ave. Odessa, Texas 79761 432-456-9879	Tracey Borchardt Executive Director of Athletics Ector County ISD 802 N. Sam Houston Ave. Odessa, Texas 79761 432-456-9052
For SYGC:	Sara Moore Chairman Sunset Youth Golf Center 212 E. 2 <sup>nd</sup> Street Odessa, Texas 79761 432-638-7221	Kevin Searcy Co-Chairman Sunset Youth Golf Center 212 E. 2 <sup>nd</sup> Street Odessa, Texas 79761 432-208-7882

#### **VI. TERM**

The term of this Memorandum of Understanding shall be for a period of seven (7) years commencing on the date of the last signature below or a period of five (5) years from Project completion in accordance with Article III.2 herein, whichever is of longer duration.

#### **VII. TERMINATION**

Either party shall have the right to terminate this agreement within 90 days written notice. Upon such termination, all funds raised by SYGC will be donated to the Education Foundation of Odessa, designated in support of the golf program in ECISD.

*[SIGNATURE PAGE FOLLOWS]*

*In Witness Whereof, parties have executed this Memorandum of Understanding as of the date first written above.*

**Ector County Independent School District**

By: Dr. Keeley Boyer

Title: Superintendent

Date: \_\_\_\_\_

**Sunset Youth Golf Center**

By: Sara Moore

Title: Chairman

Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

The plans for improvements at Sunset Golf Course is planned to include the following Phase I. The parties anticipate there will be a Phase II and possibly a Phase III, but this document does not obligate SYGC or ECISD to any Phases beyond this agreement.

PHASE 1

1. Refurbishment and re-angle of the existing driving range.
2. Refurbishment of existing practice putting green or new construction of a putting green.
3. Refurbishment of existing club house and remodel to include office space and classroom or instructional space. Refresh locker rooms and interior and exterior of the building. Upgrades to the building and bathrooms to meet ADA requirements.

***\*Time frame for Phase 1 is planned to begin February 2026 and to be completed by June 2026.***