

## **Donation Submission #58 - \$10,000 or more**

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.

Superintendent approval required for a single donation/gift of \$10,000 or more.

Campus: 891 - Career & Technology

Principal/Non-Campus Administrator: Bradley Ryan Merritt

Name of Donor: Permian Strategic Partnership (PSP)

Email/Phone of Donor: [morgan@permianpartnership.org](mailto:morgan@permianpartnership.org)

Donor Mailing Address: 500 W. Texas, Midland, Texas 79701

Donation Description: \$10,000,000 donation check

Type of Donation: Check

Value\*: \$10,000,000

\*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.

Purpose of Donation: Ector County ISD is thrilled to announce that we have received a generous commitment of \$10,000,000 to support the construction of our new

Career and Technical Education (CTE) Center and high school of choice. This substantial donation will be added to the \$80,000,000 already allocated to the CTE Center as part of the 2023 bond. This combined funding will play a pivotal role in bringing our vision to life, providing state-of-the-art facilities and resources that will empower our students to succeed in their chosen career paths.

Item/Service: Construction of our new Career and Technical Education (CTE) Center and high school of choice

Purpose of Purchase: Construction of our new Career and Technical Education (CTE) Center and high school of choice

Account Number: See Debra Ottmers

## GRANT AGREEMENT

This Grant Agreement (this "Agreement"), dated this 8<sup>th</sup> day of July, 2024 (the "Effective Date"), is between **PERMIAN STRATEGIC PARTNERSHIP INC.**, a Texas non-profit corporation ("Grantor"), on the one hand, and **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**, as grantee ("ECISD" or "Grantee").

1. Grantor is an organization operating under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code") and is entering into this Agreement in furtherance of the purposes of its members, including a general philanthropic interest in improving the educational opportunities for children of the members' employees in the Permian Basin.
2. The grant is for the sole purpose of supporting the construction and operation of a career technical education ("CTE") center in association with the Ector County Independent School District (the "Purpose"), in accordance with the terms set forth in the Scope of Work (the "Scope of Work," attached hereto as Exhibit A). Grantee has proposed an \$83,218,000.00 budget for accomplishing the Purpose (the "Total Budget," which is set forth in abbreviated form in Exhibit B to this Agreement).
3. With this Grant Agreement, Grantor is agreeing to make a conditional grant to Grantee of no more than \$10,000,000.00 (the "Grant") to be paid in accordance with the schedule set forth in the Scope of Work, with each payment of a portion of the Grant conditioned upon the accomplishment by Grantee of the Deliverables (as defined in the Scope of Work). Grantee acknowledges that Grantor is making this Grant solely because of Grantor's interest in achieving the Purpose at the earliest possible date.
4. The Grant is intended to be paid in tranches over the period of time beginning on the Effective Date and ending on the earliest to occur of: (i) 180 days following January 30, 2027; (ii) the payment in full of the Grant; or (iii) the earlier termination of this Agreement in accordance with its terms (such period of time, the "Term").
5. Grantor will invoice its member companies for their proportionate share of the Grant. None of Grantor's member companies shall have any individual liability to Grantee for the failure of any member to contribute its proportionate share of the Grant.
6. Grantee must issue to Grantor the applicable financial reports or tax documents, as required by law or requested by Grantor.
7. In addition to all other conditions to payment contained in the Scope of Work, the payment of the Grant is expressly conditioned upon Grantee's notification to Grantor in writing, prior to December 31, 2024, that Grantee has a total of at least \$80,000,000.00 that has been pledged or paid to the Grantee solely for the Purpose (the "Preliminary Notice"). Such written notification must include a list of donors and their respective pledges and payment for the Purpose. The list of donors and pledges may include this Grant. If the Preliminary Notice is not received by December 31, 2024, Grantor may, in its sole discretion, terminate this Agreement in its entirety with no further obligation to Grantee. Promptly after receiving the Preliminary Notice, Grantor may raise with Grantee any questions or concerns it has regarding the contents of the Preliminary Notice. Upon Grantor's notice to Grantee that Grantor is satisfied with the contents of the Preliminary Notice, the Preliminary Notice will become final (the "Final Notice"). If the Final Notice is not received by Grantor on or before March 15, 2025, this Agreement will terminate entirely and Grantor will have no obligation to Grantee with respect to the Grant.

8. The Grant must be used solely for the Purpose and for no other purpose. Subject to the foregoing and the other requirements of this Agreement, it will be within Grantee's discretion to expend the funds for projects, goods, and services specifically described in the Scope of Work or otherwise intended to achieve the Purpose.
9. Grantee may not change the Scope of Work without prior written approval from the Grantor, which approval may be granted or withheld in Grantor's sole discretion.
10. Although the Grant funds are not required to be physically segregated in a separate account, Grantee must account for such funds separately on Grantee's books and records in a manner consistent with applicable law and rule.
11. Grantee must provide written reports to Grantor regarding expenditures and outcomes related to the the Scope of Work in a form provided by Grantor or, if no form is provided, in a manner deemed appropriate by Grantee and consistent with regulatory reporting requirements.
12. Exhibit C to this Agreement contains additional terms and conditions applicable to the Grant, and representations and warranties being made by Grantee to Grantor.

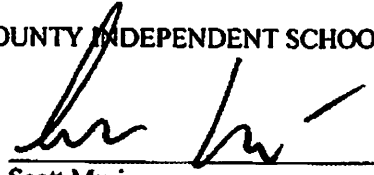
[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed as of the date first stated above, to be effective as of that date.

PERMIAN STRATEGIC PARTNERSHIP INC.

By:  Date: 7/8/24  
Tracee Bentley  
President and Chief Executive Officer

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By:  Date: 7-8-24  
Scott Muri  
Superintendent

**Grant Agreement  
Exhibit B**

**Exhibit A  
Scope of Work  
ECISD CTE Center**

In the fall of 2023, the Ector County community voted to approve Proposition A for \$424,263,000, which included funds for a new career technical education ("CTE") center to be located in south Odessa/Ector County. The new center will provide 2,400 seats for students, 400 of which will attend the school full time while an additional 2000 ECISD students will travel to the center throughout the day for various CTE training. Grantor's funds will assist ECISD in completing the construction of the CTE Center.

The table below sets forth two benchmarks in the construction process ("Deliverables") with proposed completion dates. Upon completing a Deliverable, Grantee must certify in writing to Grantor of its completion. Such certification must be signed by an authorized officer of Grantee. Additionally, if, in Grantor's sole discretion it believes that there is no reasonable expectation that the amount of the Grant will be used in the time or manner set forth in this Scope of Work, Grantor may reduce the amount of the Grant or terminate this Agreement in its entirety. In addition, adjustments to the payment schedule may be considered by the Grantor if requested by the Grantee.

**Payment Schedule:**

**Payment #1:** \$5,000,000 payable within 30 days of Grantor's acceptance of the Final Notice (as set forth in Paragraph 7. of the Agreement); provided, however, that if the Final Notice is not accepted as of March 31, 2025, Grantor may, at its sole option, terminate this Agreement without further obligation to Grantee.

**Payment #2:** If this Agreement does not terminate earlier for a reason set forth herein, an additional \$5,000,000.00 to be paid on the later of: (i) January 30, 2027; or (ii) 60 days after Deliverable #2 is certified complete; provided, however, that if Deliverable #2 is not certified as complete by the date that is 180 days following January 30, 2027, Grantor may terminate this Agreement without further obligation to Grantee.

In addition to the Deliverables, and as a condition to Grantor's performance hereunder, Grantee must:

(A) report on the progress of the program in quarterly and annual reports which will be submitted to Grantor in a form requested by Grantor or, if no form is provided, in a manner deemed appropriate by Grantee. Information in such reports will include, but not be limited to, Grantee's progress fulfilling the Grant's Purpose and the Deliverables; and

(B) provide an annual report no later than January 30 of each year of the Term, containing a reconciliation and rationale for any variance in expenditures from past periods and any future expected period related to the estimated budget and Scope of Work. The budget is estimated and may vary from year to year and all variances must be reported in writing in the annual report.

<b>Deliverables Due Date</b>	<b>Construction Deliverables</b>	<b>Applicable Payment</b>
See Paragraph 7. of the Agreement, and the Scope of Work, above	1. Groundbreaking Scheduled and Invitations sent 2. Preliminary Notice and Final Notice delivered to Grantor in accordance with Paragraph 7. of the Agreement.	Payment #1

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June 30, 2026	1. "Top Out" (that is, when all steel has been hung, and all windows and doors are installed)	Payment #2
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**EXHIBIT B**  
**Budget**

**Full Project Budget**

**ECISD BOND:**

- **\$80M CTE Center**
  - **\$60M Construction Budget**
  - **\$20M**
    - **Design, Site Surveys, etc. (Soft Costs)**
    - **Furniture, Fixtures, & Equipment**
    - **Technology**

**Construction Costs = \$500 per square foot**

- **\$60M = 120,000 square feet**
- **\$70M = 140,000 square feet**
- **\$80M = 160,000 square feet**

**ECISD CTE Center & High School of Choice**

Energy Wing	69,836 square feet	\$34,918,000
Other Program Spaces	96,600 square feet	\$48,300,000
<b>Total</b>	<b>166,436 square feet</b>	<b>\$83,218,000</b>

**Current Budget Status**

Total Cost	\$83,218,000
Construction Budget	\$60,000,000
<b>Project Need</b>	<b>\$23,218,000</b>

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WELDING	35,800
OIL AND GAS	5,750
SUPPLY CHAIN / LOGISTICS	0
MANUFACTURING	1,300
AUTOMATION	3,600
DATA ANALYTICS	0
ARCHITECTURE AND CONSTRUCTION	4,800
<b>TOTAL ENERGY WING</b>	<b>51,350</b>
ENERGY WING UNASSIGNED SPACE (CIRCULATION, WALLS, ETC.) @35% NET AREA (estimate)	18,484
<b>TOTAL ENERGY WING</b>	<b>69,834</b>

<b>ADMINISTRATION</b>	<b>5,670</b>
<b>GENERAL AREAS</b>	<b>8,300</b>
AUTO COLLISION	0
AV	0
FASHION	0
MARKETING	0
FUTURE TEACHERS OF ODESSA (FTO)	0
HEALTH SCIENCE	16,175
CULINARY ARTS	14,870
INTERDISCIPLINARY STUDIES	17,190
LIBRARY / RESOURCE ACADEMY	3,740
FOOD SERVICES	3,325
MISC	5,710
<b>TOTAL NET AREA (Not Including Energy Wing)</b>	<b>70,000</b>
UNASSIGNED SPACE (CIRCULATION, WALLS, ETC.) @38% NET AREA	26,600
<b>TOTAL BUILDING GROSS SF (Not Including Energy Wing)</b>	<b>96,600</b>
<b>TOTAL BUILDING GROSS SF (Including Energy Wing)</b>	<b>166,434</b>

Cost Estimate @ 500/SF	\$83,218,000.00
Budget	\$60,000,000.00
Difference	\$23,218,000.00

**Exhibit C**

**Additional Terms and Conditions of Grant Agreement**

1. **Additional Terms.** These additional terms and conditions are incorporated into and form a part of the Agreement to which they are attached. Capitalized terms used in the Scope of Work, the Budget and this **Exhibit C** will have the meaning given to them in the Agreement unless defined differently in the Scope of Work or this **Exhibit C**. If there is a conflict between the Agreement, the Scope of Work, the Budget and/or the terms of this **Exhibit C**, the terms of the Agreement, the Scope of Work, the Budget, and the terms of this **Exhibit C** will prevail, in that order.
2. **Purpose.** The Grant is to be used solely for the Purpose.
3. **Change in Status.** It will be a breach of this Agreement, and Grantee must notify the Grantor immediately in writing, if Grantee has reason to believe that the Grant cannot be expended for the Purpose.
4. **Return of Grant.** If Grantee breaches any provision of this Agreement, including the provisions in this **Exhibit C**, the Grantor may, in its sole and absolute discretion, terminate this Agreement, in which event Grantee must immediately return to the Grantor any then-unexpended portion of the Grant and Grantor's obligation, if any, to make further payments will be terminated.
5. **Term and Termination.**
  - a. This Agreement may be terminated by notice in writing by either Party if the other Party:
    - i. fails to perform its obligations hereunder;
    - ii. becomes insolvent or goes into liquidation, administration or receivership or be admitted to the benefits of any procedure for a settlement of debts, or be declared bankrupt with termination to be immediately effective upon receipt of the notice;
    - iii. is dissolved or otherwise forfeits its corporate existence; or
    - iv. breaches any provision hereof and fails to remedy such breach (providing the breach is remediable) within twenty (20) business days after being given written notice from the other party reasonably describing the alleged breach.
  - b. In the event of a termination notice being given by Grantor pursuant to this Section 5, Grantor will not be liable to (i) pay any further contributions or (ii) fulfill any other obligations the performance of which would have been required after the termination. Termination by Grantee does not excuse the performance of any of Grantee's obligations which accrued prior to the termination.
  - c. Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 6, and 7 of this Exhibit C will survive.
6. **Record Keeping.** Consistent with State law and rules, Grantee must maintain adequate financial records related to the expenditure of the Grant for the period of retention set forth in applicable law. Grantee must retain all receipts and records of expenditures related to the Grant for no less than seven years or in accordance with applicable State record retention laws, whichever is of shorter duration. Grantee will allocate salary and benefits based on % of FTEs assigned to the grant.
7. **Right to Access Records.** Grantor may, upon written request during normal business hours at Grantor's expense to obtain access to the related books and records of Grantee directly pertaining to Grantee's use of the Grant, and to make copies thereof. Grantee must furnish to the Grantor, at no cost to Grantor, such additional information or reports directly pertaining to the Grant, the



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Grantee's use of the Grant, or the Purpose as Grantor may from time to time reasonably request in writing.

8. No Lobbying. The Grant may not be used to: (i) carry on propaganda, (ii) support or oppose specific legislation, (iii) participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (iv) influence the outcome of any public election, or (v) support any voter registration drive.
9. Anti-Corruption and Anti-Bribery. No portion of the Grant may be used to provide any gift, entertainment, or bestow any other benefit to any public servant, party official, or voter as consideration for the recipient's decision, opinion, vote, or other exercise of official discretion as a public servant, party official, or voter, or to secure any other action that would violate the laws of the State of Texas or any other applicable jurisdiction.
10. Conflicts of Interest. Grantee agrees that, as a condition of receiving the Grant, it will ensure that it has a process in place to identify potential conflicts of interest and ensure that decisions concerning the expenditure of the Grant funds are made by an individual or body that is free from any conflicts to ensure that those decisions serve the Purpose and are in the best interests of Grantee.
11. Representations and Warranties of Grantee. Grantee represents and warrants to Grantor that: (i) it is a political subdivision of the State of Texas, which derives its legal status from the Constitution of the State of Texas and from the Texas Education Code as passed and amended by the Legislature of Texas; (ii); (iii) that it is not a private foundation under Section 509(a)(3) of the Code; and (iv) there will be no commission or other similar compensation related to this Grant paid by Grantee to any employee, officer or agent of Grantor.
12. [Intentionally Deleted].
13. No Assignment. Grantee may not assign this Agreement or any payment due or to become due under this Agreement without the prior express written consent of Grantor.
14. No Partnership or Joint Venture. Neither this Agreement, the Grant or any action by the Grantor pursuant to this Agreement shall make the Grantor liable to Grantee or to any other party as a joint venturer, partner, or other participant with respect to the activities of Grantee funded by the Grant.
15. Publicity, Confidentiality.
  - a. All public announcements or press releases concerning the Grant which mention Grantor by name must be approved by Grantor prior to release. If Grantor requests, Grantee will participate in reasonable publicity (including both written press releases and media events) concerning the Grant and the Purpose. All printed materials referencing or publicizing the Grant must recognize Grantor as the "Permian Strategic Partnership."
  - b. Grantee must keep confidential, using the same degree of care given to its own confidential information, any information provided by Grantor which is marked "Confidential" or otherwise provided to Grantee on condition of confidentiality. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantee is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552 of the Texas Government Code. If proprietary information is requested, the TPIA requires Grantee to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

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Grantee shall not be liable to Grantor in any way for Grantee's compliance with the TPIA, including but not limited to any information provided by Grantor which is marked "Confidential."

- c. Grantee shall not use Grantor's, or any of its members', 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"). Grantee must submit to Grantor or the applicable member(s) a request for written approval, prior to publication, of all Publicity Material that could display Grantor's or its members' trademarks or service marks.

16. **Notices.** Any notice, consent, report, waiver or other communication required under this 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, President and CEO  
Permian Strategic Partnership  
500 West Texas Avenue, Suite 830  
Midland, Texas 79705  
Email: [tracee@permianpartnership.org](mailto:tracee@permianpartnership.org)

With a copy to:

General Counsel  
Permian Strategic Partnership  
777 Hidden Ridge Dr.  
Irving, TX 75038  
Email: [barry.thomas@pxd.com](mailto:barry.thomas@pxd.com)

If to Grantee:

Scott Muri  
Superintendent  
Email: Scott Muri [Scott.Muri@ectorcountyisd.org](mailto:Scott.Muri@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 paragraph 16.

17. **No Waiver.** No failure or delay by a party in exercising any right or remedy under this Agreement will waive any provision of this Agreement, nor will any single or partial exercise by a party of any right or remedy under this 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. Time is of the essence in the performance of this Agreement.
18. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the other terms or provisions, which shall remain in full force and effect.

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19. **Descriptive Headings.** The descriptive headings used in this 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 Agreement.
20. **Governing Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the choice of law principles that would apply the laws of any other jurisdiction.
21. **Counterparts.** This 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 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.
22. **Third Parties.** No parties other than Grantee and Grantor shall have any rights, claims, or causes of action pursuant to this Grant Agreement or the Grant, except that the members of Grantor may enforce the provisions of this Agreement if Grantor forfeits its corporate charter or otherwise fails or refuses to enforce its rights hereunder. The service providers retained by Grantee in the performance of this Agreement are expressly not third party beneficiaries hereunder and may not enforce any provision of this Agreement against Grantor.
23. **Amendment.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Grantor and Grantee.
24. **Prior Agreements.** This Agreement comprises the complete and exclusive agreement between the parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations, or agreements in relation to that subject matter made or entered into before the date of this Agreement.