

Culwell Consulting LLC

5135 Lorraine Drive
Frisco, Texas 75034
Telephone (512) 914-1328

This contract is made between Culwell Consulting LLC (Consultant) and the Ector County Independent School District (District) for services in connection with the application from DG Penwell North LLC (Company) for a value limitation agreement under Chapter 313 of the Tax Code.

I. Services

As a part of this contract the Consultant agrees to:

- A. Provide an in-depth presentation to the school board, administration and community regarding the requirements associated with value limitation agreements.
- B. Present impact analysis of the potential economic development project on the finances of the District over the period of time within which the project would be under the elements of such an agreement.
- C. Review the application for all necessary inclusions and coordinate with the District's legal representation to ensure the application is submitted to the Texas Comptroller's office in a timely manner.
- D. Attend all school board and/or staff meetings as needed to ensure the District is informed of the status of the Ch. 313 application.
- E. Negotiate under the direction of the District with the Company regarding the financial implications of the agreement.
- F. Coordinate with the District's legal representation to ensure all financial protections are in place in an agreement between the District and Company as to any potential revenue loss and supplemental payments.
- G. Present all findings and financial analysis to the school board prior to final adoption of the Chapter 313 agreement between the District and the Company.

II. Period of Representation

- A. This contract shall be in force upon approval by the District's Board of Trustees.

III. Fees for Services

- A. The fee for services provided in Section I will be \$35,000.
- B. The District will be billed for services upon the submission of the Chapter 313 application to the Texas Comptroller's office.
- C. The District is not responsible for any invoice from the Consultant should the Company fail to pay the application fee to the District.
- D. All payments are due upon receipt.

IV. Post Agreement Financial Services

- A. Preparation of the annual revenue-loss and school-district benefit report to be submitted for the school district and the company, as required under the agreements.
- B. Assistance with the completion and submission to the Comptroller's Office the annual eligibility report form, biennial progress report form, and school district form indicating any benefit payments, extraordinary educational expenses, and revenue protection payments.
- C. Assistance with the processing of any received applications for tax credits on qualified property, as needed.
- D. Providing ongoing interpretation and administration of the existing Chapter 313 Agreement.

V. Fees for Services under Section IV

- A. The Company as defined under the signed value limitation agreement will pay fees for services listed under Section IV.
- B. The school district is not financially responsible for any fees associated with services listed under Section IV.

VI. Termination of Services

- A. The District may terminate this contract without cause at any time.
- B. The Consultant will provide 30-day notice prior to termination.
- C. Any unpaid work at the time of termination shall be paid to the Consultant.

Executed this the _____ day of _____ 2022.



Chris Grammer
Culwell Consulting, LLC

Dr. Scott Muri
Superintendent, Ector County ISD