

**AGENDA OF REGULAR MEETING**  
**Odessa College Board of Trustees**  
**Tuesday, October 26, 2021, 6:00 PM**  
**Saulsbury Campus Center, Zant Community Room**  
**201 W UNIVERSITY**  
**ODESSA, TX 79764**

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1. **Call to Order** - Mr. Gary Johnson
2. **Pledge of Allegiance: United States & Texas** - Mr. Gary Johnson
3. **Introduce New Employees** - Ms. Lindsey Bryant
4. **Introduce Volleyball Team**- Mr. Wayne Baker
5. **Approval of Minutes of Regular Meeting of September 27, 2021** - Mr. Gary Johnson **2**
6. **Action Items:**
  - A. **Committee Reports**
    1. **Property Committee** - Dr. Tara Deaver
      - a. **Consider and Approve Acceptance of Real Property: 222 W. 4th Street** **7**
      - b. **Consider and Approve AIA Document for Odessa College Downtown Project** **21**
      - c. **Consider and Approve Purchase of 1 Steinway Spirio** **37**
      - d. **Report on Approval of Pecos Center Renovations**
      - e. **Report on Approval of Diesel Trucks and Trailers for Truck Driving Program** **39**
      - f. **Report on Design Development for Wood Health Sciences Building**
    2. **Finance Committee** - Mr. Gary Johnson
      - a. **Consider and Approve Tuition Changes for Odessa College Children's Center**
  - B. **Consider and Approve Odessa College Stadium Naming**- Ms. Jacqui Gore
  - C. **Financial Reports**
    1. **Monthly Financial Statements & Budget Amendments** - Ms. Brandy Ham **49**
    2. **Quarterly Investment Report**- Ms. Brandy Ham **53**
7. **Informational Items:**
  - A. **Education Report - Signal Vine**- Mr. Tim Clark & Ms. Vanessa Barrientos
  - B. **Institutional Effectiveness Report** - Dr. Janice Hicks
  - C. **Vision 2030+ Update** - Mr. Ken Zartner
  - D. **President's Report** - Dr. Gregory Williams
    1. **30 for 30 Finale**
    2. **Fall 2021 Enrollment**
    3. **Introduction of Positiveley OC Presidential Scholars**
    4. **Fall Wrangler Food Pantry Donations**
8. **Adjournment** - Mr. Gary Johnson

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Gregory D. Williams, Ed.D., President

EXECUTIVE/ CLOSED SESSION: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Board will convene in such executive or closed session in accordance with the Texas Open Meeting Act, Section §551.001 of the Texas Government Code.

Minutes of a Regular Meeting of the Odessa College Board of Trustees held Monday, September 27, 2021, in the Zant Community Room, Saulsbury Campus Center, with the following:

Present

Dr. Tara Deaver  
Gary Johnson  
Larry Johnson  
Bruce Shearer  
Trudy Lewis  
Hortencia DelBosque  
Montie Garner  
Laci Harris

Absent

J. E. "Coach" Pressly

Meeting was called to order by Board of Trustees Chair, Mr. Gary Johnson, at 6:30 p.m.

**Pledge of Allegiance: United States & Texas**

Mr. Gary Johnson led the group in the pledges.

**Introduction of New Employees**

Ms. Lindsey Bryant, Director of Human Resources, introduced the following new employees:

Cooper Barnett  
Xavier Flores  
Karen Johnson

**Approval of Minutes of Regular Meeting of August 24, 2021**

Mr. Bruce Shearer moved, seconded by Ms. Montie Garner, to approve the minutes of the Regular Meeting of August 24, 2021.

Motion passed unanimously.

**Committee Reports**

**1. Property Committee**

**a. Consider and Approve Track and Field Stadium Phase 1 Bid- Hellas Construction**

Committee Chair, Dr. Tara Deaver, stated the Property Committee recently met to consider the Track and Field Stadium Phase 1 Bid. Mr. Ken Zartner, Vice President of Administrative Services, Mr. Cruz Castillo and Mr. Robert Swop joined to share graphics of updated plans for the Stadium phase 1. Plans include various seating options included stadium seating, multi-sport discipline facility and an Odessa College blue track. The North East side will have an entry area for the field similar to the entry at softball and tennis facility. Mr. Zartner shared phase 1 of this project will include track surfacing, synthetic turf, posts and goals, cement stabilization and will cost \$1, 598.502.

Dr. Tara Deaver moved, seconded by Ms. Laci Harris, to approve Hellas Construction Bid for the Track and Field Stadium Phase 1 Bid in the amount of \$1,598,502.

Motion passed unanimously

**b. Report on Approval of Diesel Trucks and Trailers for Truck Driving Programs**

Committee Chair, Dr. Tara Deaver, stated the Property Committee recently met to approve of the purchase of two diesel trucks with a total cost of \$179,530. This purchase includes a 2018 Peterbilt for \$95,498 and a 2018 Peterbilt for \$179,530.

**c. Report on Approval of Advise Program Addition to Ellucian Contract**

Committee Chair, Dr. Tara Deaver, stated the Property Committee recently met and approved the addition of the Advise Program to Odessa College's Ellucian Contract. The committee approved this addition that includes an implementation cost of \$78,400.

**2. Finance Committee**

**a. Consider for Approval 2021 Tax Rate**

Committee Chair, Mr. Gary Johnson, read the resolution below:

**RESOLUTION SETTING THE 2021 TAX RATE FOR THE  
ODESSA COLLEGE DISTRICT**

WHEREAS, the Board of Trustees of the Odessa College District has adopted a budget for the Fiscal Year beginning September 1, 2021, and ending August 31, 2022;

WHEREAS, it is necessary that Ad Valorem Taxes be levied for the support and maintenance of the Odessa College District for the fiscal year 2021-2022;

WHEREAS, the Board of Trustees allowed for public comment prior to the vote on this 27th day of September, 2021. Formal hearings were conducted on September 9th and September 14th, 2021 on the proposal to increase total tax revenues;

NOW, THEREFORE, BE IT RESOLVED that an Ad Valorem tax be levied for the Tax Year 2021 on all real property situated in and other property owned within the limits of the Odessa College District on the first day of January, 2021, except so much thereof as may be exempt by the Constitution of the United States and/or the laws of the State of Texas.

BE IT FURTHER RESOLVED that said tax rate be set at \$0.201723 (20.1723 cents) per \$100 (one hundred dollars) of valuations and that said tax rate be composed of the following:

1. A rate of \$0.172599 (17.2599 cents) per \$100 (one hundred dollars) of valuation for the Maintenance and Operations of the Odessa College District.
2. A rate of \$0.029124 (2.9124 cents) per \$100 (one hundred dollars) of valuation for General Obligation Debt Service of the Odessa College District.

IN TESTIMONY WHEREOF, we hereunto sign our names on behalf of said institution this 27th day of September, 2021.

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Gary Johnson, Chair  
Board of Trustees

**CERTIFICATE**

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Odessa College Board of Trustees, at the meeting held on the 27th day of September, 2021, at which a quorum was found to be present, said meeting held pursuant to notice and called in accordance with the rules of operation of the Board of Trustees and the Texas Education Code, said notice having been duly posted as required by the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code.

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Trudy Lewis, Secretary  
Board of Trustees

Ms. Trudy Lewis moved, seconded by Ms. Montie Garner, that the current budget for 2020-2021 is hereby adjusted to conform to actual expenditure at the end of the fiscal year ending August 31, 2021.

Motion passed unanimously.

**Letter of Agreement between OC Wrangler Club, Inc. and Odessa College**

Mr. Wayne Baker, Athletic Director, stated SACSCOC identified a need for a letter of agreement of liability between Odessa College and the Odessa College Wrangler Club. Mr. Baker shared the letter of agreement for consideration.

Dr. Tara Deaver moved, seconded by Ms. Trudy Lewis, to approve the letter of agreement between Odessa College and the Odessa College Wrangler Club.

Motion passed unanimously.

**Monthly Financial Statements & Budget Amendments**

Ms. Brandy Ham highlighted various areas of the financial statements and budget amendments as printed below:

(Kristi Gibbs will put financial reports in minute book)

Mr. Bruce Shearer moved, seconded by Ms. Laci Harris, to approve the Monthly Financial Statements and Budget Amendments.

Motion passed unanimously.

### **Extension of Depository Contract with Frost Bank**

Ms. Brandy Ham, Chief Financial Officer, shared the depository contract with Frost Bank required to be extended. Ms. Ham indicated this extension would include no additional price increases in this additional 2 year contract.

Ms. Hortencia Del Bosque moved, seconded by Ms. Montie Garner, to approve the extension of depository contract with Frost Bank.

Motion passed unanimously.

### **Education Report: Social Services**

Kristi Clemmer, Director of Student Support Services, began with thanking the board for supporting the efforts to support students in the initiatives led by the Office of Student Support Services. Ms. Clemmer shared that the student support initiatives at Odessa College began in fall of 2018 with the first Trellis Survey distributed to Odessa College students. The data found in this survey allowed Odessa College to begin the process of starting the Wrangler Food Pantry on campus. This pantry served about 600 households and 2,000 individuals since opening. It was clear additional support was needed, and Andrea Bartley joined as the Social Worker right after the 2021 winter storm. Ms. Bartley shared the goals of her position including removing barriers for college students to access and complete their educational goals. Ms. Bartley shared the 2020 Trellis survey data of Odessa College students, pointing out the top emergency aid needs of Odessa College Students currently include finances, food, childcare, and health care. Ms. Bartley shared the institution has given away more than \$6 million in emergency aid since May 2020. Social services offered to students has included SNAP food benefits, TANF, CHIP or children's Medicaid, food insecurity, school needs, emergency aid relief, accessing and referring to community and school resources, mental and health needs and more. Medical Center Hospital Partnership through the pandemic has led to the nurse navigator concept to support Odessa College employees and students in connection with health care. Next steps and departmental goals include creating a sustainable emergency aid funds, building community partnerships, expanding mental health services, and extension site support.

### **Institutional Effectiveness Report**

Dr. Janice Hicks, Vice President of Institutional Effectiveness, joined to share data on degrees awarded since 2017. Dr. Hicks stated that in 2020-2021 at Odessa College, 2157 degrees were awarded, a 19.6% increase over the past 3 years. Dr. Hicks highlighted the various degrees offered and the breakdown of the percentage of graduated in each program. Of these graduates there were 59% transfer degrees and 41% workforce degrees in 2020-2021.

### **President's Report**

#### **Odessa College 75th Anniversary and Ground Breaking**

Wednesday, September 1, 2021 Odessa Colleges hosted its 75<sup>th</sup> Anniversary Kick-Off event and Ground Breaking of the Wood Health Sciences Buildings. This event included a meet and greet,

breakfast, groundbreaking, pep rally and campus tours. The Little River Band Concert that was scheduled for that week was rescheduled for June.

#### **Odessa College Resource Fair**

Thursday, September 2, 2021 Odessa College hosted a Resource Fair spotlighting over 12 department and resources on Odessa College Campus.

#### **Brian Jones Named to the Commission on Community College Finance**

Governor Greg Abbott has appointed Brian Jones, Director of the Professional Learning Center, to the Texas Commission on Community College Finance. The Commission was established to make recommendations to the 88<sup>th</sup> Texas Legislature regarding the state funding formula and funding levels to for public junior colleges that would be sufficient sustain viable junior/community colleges throughout the state and improve student outcomes.

#### **Dr. Nikki Brown appointed to the Texas Transfer Framework Field of Study Discipline Subcommittee for Criminal Justice**

Dr. Nikki Brown has been appointed to the Texas Transfer Framework Field of Study Discipline Subcommittee for Criminal Justice as part of the Texas Higher Education Coordinating Board's work on transfer from Texas community colleges to universities. The charge of the subcommittee is to use data informed approaches to support transfer students from community colleges and to maximize the applicability to a major when they transfer to a university.

#### **Odessa College Stadium Groundbreaking Ceremony**

Odessa College will host a ground breaking on Thursday September 20, 2021 at 10:00am to break ground on the new Odessa College Stadium. This event will also honor Coach James Segrest former Odessa College Track & Field Coach and Athletic Director with the naming of this facility.

#### **Adjournment**

The meeting was adjourned at 8:11 p.m.

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Secretary

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Chair

# CITY OF ODESSA

## CITY COUNCIL AGENDA ITEM

<b>Meeting Date</b>	<b>Contact</b>	<b>Department</b>	<b>Fiscal Impact?</b>
9/28/2021	Michael Marrero	City Manager's Office	No
<b>Work Session?</b>	<b>Contacted Legal?</b>	<b>Item Type</b>	
Yes	Yes	Regular	Resolution,

### CAPTION

Consider a resolution approving a donation agreement between the City of Odessa and Odessa College.  
(RESOLUTION)

### SUMMARY

In partnership with the City of Odessa, Odessa College proposes a multiphase project to develop a multi-use space in downtown Odessa for Odessa College's students and the Odessa community. The first phase could offer community gathering spaces, greenspace, a community garden, food truck parking, an outdoor performance stage, splashpad areas, a pet area, outdoor seating, and free Wi-Fi. The second phase of the project could include a multi-story building to house coworking office spaces and business development support for local entrepreneurs, spaces for student run businesses, startup spaces and microbusiness opportunities, community education courses, college classes and additional learning opportunities. Each project phase will begin construction upon complete acquisition of funding.

The land being donated is located at Lots 1-6, Block 40, Original Town.

### Comments/Other Departments, Boards, Commissions or Agencies

#### Supporting Documents

4r-040 Donation to OC (Lots 1-6 Blk 40 Original Town) 9.22.pdf,

**RESOLUTION NO. 2021R-\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AUTHORIZING THE DONATION OF LOTS 1-6, BLOCK 40, ORIGINAL TOWN, TO ODESSA COLLEGE; AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE THE TERMS AND CONDITIONS OF THE DEED AND AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEED, AGREEMENT, OR OTHER DOCUMENTATION NECESSARY FOR SAID DONATION; AND DECLARING AN EFFECTIVE DATE

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

**Section 1.** That the City Council of the City of Odessa authorizes and consents to the donation of Lots 1-6, Block 40, Original Town. All property being located in the City of Odessa, County of Ector and the State of Texas.

**Section 2.** That the City Attorney is hereby authorized to negotiate the terms and conditions of the deed and an agreement permitting the transfer of said property to Odessa College.

**Section 3.** That the City Manager is hereby authorized to execute the deed, agreement, or any other documentation necessary for the donation of said property to Odessa College.

**Section 4.** That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2021, by the following vote:

Mark Matta	_____
Steve P. Thompson	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Denise Swanner	_____
Javier Joven	_____

Approved this the \_\_\_\_ of \_\_\_\_\_, A.D., 2021.

\_\_\_\_\_  
Javier Joven, Mayor

ATTEST:

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:



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Natasha Brooks, City Attorney

**RESOLUTION NO. 2021R-75**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AUTHORIZING THE DONATION OF LOTS 1-6, BLOCK 40, ORIGINAL TOWN, TO ODESSA COLLEGE; AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE THE TERMS AND CONDITIONS OF THE DEED AND AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEED, AGREEMENT, OR OTHER DOCUMENTATION NECESSARY FOR SAID DONATION; AND DECLARING AN EFFECTIVE DATE

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

**Section 1.** That the City Council of the City of Odessa authorizes and consents to the donation of Lots 1-6, Block 40, Original Town. All property being located in the City of Odessa, County of Ector and the State of Texas.

**Section 2.** That the City Attorney is hereby authorized to negotiate the terms and conditions of the deed and an agreement permitting the transfer of said property to Odessa College.

**Section 3.** That the City Manager is hereby authorized to execute the deed, agreement, or any other documentation necessary for the donation of said property to Odessa College.

**Section 4.** That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 28th day of September, A.D., 2021, by the following vote:

Mark Matta	AYE
Steven P. Thompson	AYE
Detra White	AYE
Tom Sprawls	AYE
Mari Willis	AYE
Denise Swanner	AYE
Javier Joven	AYE

Approved this the 28th of September, A.D., 2021.

  
Javier Joven, Mayor


ATTEST:

  
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

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Natasha Brooks, City Attorney

**DONATION AGREEMENT WITH REVERTER BETWEEN  
THE CITY OF ODESSA AND  
ODESSA COLLEGE**

THE STATE OF TEXAS   §

COUNTY OF ECTOR       §

**WHEREAS**, the City of Odessa, a municipal corporation located in Ector County, Texas, (hereinafter “GRANTOR”), is the owner of the surface estate of that certain lot, tract or parcel of land located at 222 E. 4<sup>th</sup> Street to wit: Lots 1-6, Block 40, Original Town, Odessa, Ector County, Texas (hereinafter referred to as the “Property”) and more particularly described on Exhibit “A”, which is attached hereto and incorporated herein; and

**WHEREAS**, Odessa College (hereinafter “GRANTEE”) is a public junior college district and an institution of higher education located in Odessa, Ector County, Texas; and

**WHEREAS**, the City Council of the City of Odessa considers that a valid public need and purpose will be fulfilled if said the Property is utilized in accordance with the terms of this Agreement (hereinafter referred to as “Agreement”);

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That GRANTOR hereby donates unto GRANTEE that said Property described herein subject to and conditioned upon the following terms and provisions:

**I. PRELIMINARY PROVISIONS**

**A. EXPRESSION OF AGREEMENT**

The terms and conditions stated herein represent and encompass the whole and entire agreement between GRANTOR and GRANTEE regarding the Property covered by this agreement.

**B. USE OF PROPERTY**

The Grantee will develop the Property into a multi-use space to be used by and for Odessa College students and the Odessa community. The Property will offer community gathering spaces, greenspace, an outdoor performance stage, and outdoor seating. The Property will be developed in phases, beginning with the outdoor space. The Property must serve as a multi-use space or for a municipal use or another<sup>12</sup> public purpose and directly benefit the general

public of the City of Odessa.

### **C. PROPERTY WILL REVERT TO CITY IF NOT USED FOR PUBLIC USE**

In the event that the Property is not used by the GRANTEE for a multi-use space or for a municipal use or another public purpose and is not directly beneficial to the general public, title to the Property will automatically revert to the GRANTOR without the necessity of any further act on the part of the GRANTOR; it being the intent of the GRANTOR to convey a fee simple determinable estate to the GRANTEE. In such event of reversion, all monetary investments and improvements made to the property shall revert to the GRANTOR. Any encumbrances on the property before reversion shall be the sole responsibility of the GRANTEE.

### **D. CONSTRUCTION ON PHASE I MUST BEGIN BY**

Construction on the Property is to begin as soon as practicable. If construction of the green space/park/community gathering space has not begun by \_\_ (date) \_\_, then the Property shall automatically revert back to the GRANTOR with no further act being required by the GRANTOR.

### **E. CONSIDERATION**

The consideration to GRANTOR shall be the sum of Thirty Dollars and No/100 (\$30.00) payable in one (1) installment to GRANTOR at the address shown in Section II (C). The GRANTEE is to pay for the appraisal of the property, any recording fees necessary to record the deed with the proper County agency, any outstanding taxes or liens found to be due and payable on the property and any other costs associated with the transfer of the property.

## **II. ADMINISTRATIVE PROVISIONS**

### **A. NON-DISCRIMINATORY POLICY**

GRANTEE agrees that all of its programs and activities conducted on the subject premises, will comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, religion, national origin, sex or by reason of being handicapped.

### **B. COMPLIANCE WITH APPLICABLE REGULATIONS**

GRANTEE agrees that it promptly will execute and fulfill all ordinances, regulations

and code requirements of the State, County, City and other governmental agencies applicable.

GRANTOR hereby represents to GRANTEE that to the best of its knowledge, the Property is currently in compliance with all applicable ordinances and obligations of the State, County, City and other governmental agencies.

### **C. NOTICE**

Until further notice by GRANTOR to GRANTEE, any notice herein required to be made to the GRANTEE shall be made to:

Odessa College  
Attn: Dr. Gregory Williams  
President  
201 West University Boulevard  
Odessa, Texas 79764  
Phone: (432) 335-6400

and any notice herein required to be made to the GRANTOR shall be made to:

City of Odessa  
Attn: Michael Marrero  
City Manager  
411 West 8th Street  
Odessa, Texas 79761  
Phone: (432) 335-4105

### **D. BREACH OF PROVISIONS**

The failure of GRANTEE to abide by any of the provisions provided for in this agreement shall be viewed as a material breach and shall be cause for its termination. GRANTEE shall be given thirty (30) days written notice of any violation and if same is not cured within such time (or such longer period of time, as may be reasonable, if the default is not capable of being cured within such thirty (30) day period, provided that GRANTEE commences the cure within the thirty (30) day period and thereafter diligently and continuously pursues the same to completion).

### **E. INDEMNIFICATION**

*To the extent allowed by law, GRANTEE shall indemnify and hold harmless GRANTOR, their respective officers, employees, and agents from any and all claims, liabilities, losses, damages, and expenses arising out of or in any manner connected with this Agreement, but only to the extent resulting from or caused by the negligence, gross*

*negligence, or willful or intentional act or omission of GRANTEE, its officers, employees and agents, without, however, waiving any sovereign immunity available to GRANTEE under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.*

## **F. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## **G. SOVEREIGN IMMUNITY**

By executing this contract the GRANTOR is not waiving its right of sovereign immunity. The GRANTOR is retaining its immunity from suit. The GRANTOR is not granting consent to be sued by legislative resolution or action.

## **H. INSURANCE**

Regarding existing improvements or with any required expenditure on the Property or the commencement of construction. GRANTEE agrees to comply with the following insurance requirements:

.1 GRANTEE shall, at its sole expense, obtain and maintain property insurance to protect the Property from "All Risks" of direct physical loss or damage for the entire term of this Agreement. GRANTEE agrees that a Builder's Risk policy will be maintained during construction.

.2 Certificates of all policies referred to herein, certified by agent or attorney-in-fact issuing them, together with written proof that premiums have been paid, shall be deposited by GRANTEE with GRANTOR prior to the beginning of the term of this Agreement. Failure on part of GRANTEE to furnish a certificate before the expiration date for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, will constitute a default on GRANTEE's part, entitling GRANTOR, at its option, to terminate its duties and GRANTEE's rights under this Agreement. **GRANTEE shall require the giving of written notice to GRANTOR at least thirty (30) days prior to cancellation, non-renewal, or material modification of any such policies, evidenced by return receipt of United States Certified Mail.**

.3 GRANTEE shall also maintain such additional insurance as may be required in its judgment and experience to adequately protect itself in connection with the activities to be performed pursuant to this Agreement.

## **I. COVENANTS**

GRANTEE makes the following covenants to GRANTOR and agrees that in the event of failure of GRANTEE to comply with such covenants, the breach of any one of which, if left uncured for more than thirty (30) days following GRANTEE's receipt of written notice from GRANTOR concerning such breach, shall constitute an event of default and GRANTOR may terminate this Agreement at its sole discretion:

- .1 GRANTEE is a legal entity duly organized and existing in good standing and is duly authorized to do business in the State of Texas.
- .2 The execution of this Agreement has been duly authorized by its board of directors or an officer of GRANTEE empowered to execute such agreements and bind GRANTEE and is not in contravention of any law, rule, or regulations or of the provisions of GRANTEE's articles of incorporation or by-laws or of any agreement or instrument to which GRANTEE is a party or by which it may be bound.
- .3 No material litigation or governmental proceeding is pending or, to the knowledge of any of GRANTEE's officers, threatened against or affecting GRANTEE, that would prevent GRANTEE from performing this Agreement.
- .4 No certificate or statement delivered by GRANTEE to GRANTOR in connection herewith, or in connection with any transaction contemplated hereby, contains any knowingly untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading.
- .5 There are no bankruptcy proceedings, or other such proceedings currently pending or contemplated by GRANTEE.
- .6 GRANTEE shall pay all ad valorem taxes due and owing by it to the GRANTOR and all other taxing authorities having jurisdiction. In addition, GRANTEE will pay all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

## **J. SUSPENSION**

GRANTOR, under the following circumstances, at its sole discretion, may suspend its obligations under this Agreement or may terminate this Agreement. In the event of termination, said property shall revert back to GRANTOR pursuant to I. (C):

- .1 The insolvency of GRANTEE. "Insolvent" is defined to mean GRANTEE either has generally ceased to pay its debts in the ordinary course of business, has admitted in writing its inability to pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- .2 The appointment of a receiver of GRANTEE, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.



.3 The adjudication of GRANTEE as a bankrupt.

.4 The filing by GRANTEE of a petition to be adjudged a bankrupt or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

#### **K. NO THIRD-PARTY RIGHTS**

Nothing within this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any Party, or to create any legal or equitable right or claim on behalf of any third party.

#### **L. INDEPENDENT CONTRACTOR**

In performing services under this Agreement, the relationship between GRANTOR and GRANTEE is that of an independent Contractor, and GRANTOR and GRANTEE by the execution of this Agreement do not change the independent status of Company. No term or provision of this Agreement or act of Company in the performance of this Agreement shall be construed as making Company, its employees or contractors, the agent, servant, or employee of GRANTOR. This project is not a joint enterprise and no action by either party to this Agreement shall cause this project to be considered a joint enterprise.

#### **M. MAINTENANCE OF PREMISES**

GRANTEE shall keep the Property maintained and in safe condition before, during, and after construction. GRANTEE shall be responsible for following all City codes and ordinances that apply to the Property.

### **III. RESERVATIONS AND RETAINED RIGHTS**

#### **A. PARTIES BOUND**

All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

#### **B. SPECIFIC PERFORMANCE**

Neither GRANTOR nor GRANTEE shall be required to perform any term, condition or covenant so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, pandemics and any other<sup>17</sup> cause not reasonably within the control of

GRANTOR or GRANTEE except as herein provided, and which by the exercise of due diligence GRANTOR or GRANTEE is unable, wholly or in part, to prevent or overcome.

### **C. VENUE**

The obligations of the parties to this agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.

### **D. GOVERNING LAW**

This agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

### **E. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

EXECUTED in duplicate original copies this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the duly authorized representatives of CITY and GRANTEE.

“GRANTOR”  
CITY OF ODESSA

By: \_\_\_\_\_  
Michael Marrero, City Manager

ATTEST:

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Natasha Brooks, City Attorney

“GRANTEE”  
ODESSA COLLEGE

By: \_\_\_\_\_  
Dr. Gregory Williams

ATTEST:

\_\_\_\_\_

**(City of Odessa)**

**THE STATE OF TEXAS   §**

**COUNTY OF ECTOR       §**

**BEFORE ME**, the undersigned authority, on this day personally appeared Michael Marrero, City Manager of the City of Odessa, Texas, a municipal corporation of Ector County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Odessa, a municipal corporation, and that he executed the same as the act of said City of Odessa for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL** of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**(ODESSA COLLEGE)**

**THE STATE OF TEXAS   §**

**COUNTY OF ECTOR       §**

**BEFORE ME**, the undersigned authority, on this day personally appeared Dr. Gregory D. Williams, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Odessa College, and that he executed the same as the act of said Odessa College for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL** of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the **13th** day of **October** in the year **2021**

**(10.13.21)**

**BETWEEN** the Architect's client identified as the Owner:

Odessa College  
201 W. University  
Odessa, Texas 79764

and the Architect:

JSA Architects, Inc.  
415 N. Jackson Ave.  
Odessa, Texas 79761

for the following Project:

Odessa College Downtown Center  
Odessa, Texas

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

**The project is the development of approximately a half City block in downtown Odessa. The scope includes landscape design consisting of park style amenities, a splash pad (water feature), and architectural design of buildings to serve as restrooms, storage amenities and various types of shade structures.**

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

#### .1 General Liability

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Architect shall obtain and maintain during the term of the Agreement, a policy of Commercial Liability Insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000.00) for all activities conducted by Architect pursuant to this Agreement ("Liability Policy"). The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation. The Liability Policy shall include limited coverage for the contractual liability assumed by Architect pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the OWNER, its Board members, officers, and employees.

**.2 Automobile Liability**

Architect shall obtain and maintain during the term of this Agreement, policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

**.3 Workers' Compensation**

Workers Compensation and Employer's Liability meeting statutory limits mandated by Texas and federal laws.

**.4 Professional Liability**

Architect shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00)

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. JSA will also include landscape architecture services under basic services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.



§ 3.2.4 Based on the Project requirements, the Architect shall prepare Schematic Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.6 Based on the Project requirements, the Architect shall prepare Design Development Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Design Development Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully



completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 1.2. Supplemental Services may include programmings, it evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 1.3.

§ 4.2.1 Additional Services which may be provided by the Architect at the Owner's request and approval:

1. Civil Engineering Services
2. Geotech Services
3. Telecommunication, data and networking systems design.
4. Security system design.
5. Furniture, furnishings and equipment consultation.
6. Artwork Consultation
7. Coordination of separate contractors or independent consultants directed by Owner.
8. On-site project representation beyond requirements of Section 3.4.2.1.
9. Fast-track design services.
10. Renderings or Presentations.
11. Detailed cost estimating during the construction documents phase.
12. Any other service not otherwise included in this agreement.

§ 4.2.2 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.3 The Architect has included in Basic Services **Forty-eight ( 48 )** visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.



§ 4.2.4 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.5 If the services covered by this Agreement have not been completed within **Twenty-four ( 24 )** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for charges in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.



§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the

place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other:

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$1,500

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project



if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The Architect shall be responsible for submission of the plans for the Project to the Texas Department of Licensing and Regulation ("TDLR") or other authorized reviewer in compliance with the Architectural Barriers Act (Tex. Rev. Civ. Stat. Art. 9102). The Owner agrees that no application for a building permit and no construction shall commence on the Project until after plans have been submitted to TDLR or other authorized reviewer for review. The Architect agrees to use his best professional efforts to initially design the Project and prepare all documents in accordance with the latest published version of the Texas Accessibility Standards.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.2 If the Owner uses a General Contractor to construct the project, compensation will be based on a percentage of the Cost of the Work. If the Owner, chooses to construct the work using another method, this Agreement will be null & void and a new agreement will be initiated.

Eight and twenty-five hundredths (8.25 ) % of the Cost of the Work.

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

**1. Additional services will be proposed as needed and will be approved by the Owner prior to service performed.**

### § 11.3

Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %).



§ 11.4 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design	twenty	percent (	20	%)
Design Development	twenty-five	percent (	25	%)
Construction Documents	thirty-five	percent (	35	%)
Bidding	five	percent (	5	%)
Construction Administration	fifteen	percent (	15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

**Standard JSA Hourly Rate Fee Schedule dated January 1, 2021 (attached). Standard rate fees may increase up to 5% at the first of each calendar year, after January 1, 2022.**

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized travel and subsistence outside of the Midland/Odessa area;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

## § 11.9 Payments to the Architect

### Progress Payments

§ 11.9.1.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **sixty ( 60 )** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

at the legal rate of interest

§ 11.9.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The American with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for the first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA, along with the Texas Accessibility Standards (State of Texas), will be subject to various and possibly contradictory interpretations. The Design Professional, therefore, will use his or her reasonable professional efforts to interpret applicable ADA and TAS requirements and other federal, state and local laws as they apply to warrant or guarantee that the Client's project will comply with interpretations of ADA and TAS requirements.

### § 12.2 INDEMNITY

Architect shall indemnify and hold harmless (but not defend) the Owner, its officers, directors, and employees from and against any and all damages to the extent caused by Architect's negligent acts, errors, or omissions in the performance of services on the project. OWNER shall indemnify and hold harmless Architect, its officers, directors, sub-consultants and employees from and against all damages caused by the Owner's negligent acts, errors, or omissions related to this project.

### § 12.3 LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed total compensation received by the Architect or the Architect's total fee for services rendered on this Project whichever is greater. It Is Intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## 12.4 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Architect, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:


- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Other documents: **JSA Hourly Rate Schedule 2021**

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

**Dr. Greg D. Williams**  
**President**  
**Odessa College**

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

  
\_\_\_\_\_  
ARCHITECT (Signature)

**Mr. Cruz R. Castillo III, AIA**  
**President**  
**JSA Architects, Inc.**

Date: **10-13-21**



# Hourly Rate Fee Schedule

**January 1, 2021**

<b>JSA Senior Principal Architect</b>	\$195.00/hour
<b>JSA Principal Architect</b>	\$185.00/hour
<b>Project Manager / Senior Architect</b>	\$155.00/hour
<b>Registered Architect</b>	\$135.00/hour
Consulting Principal Engineer	\$120.00 to \$260.00/hour
Project Engineer	\$100.00 to \$200.00/hour
Engineer in Training	\$ 60.00 to \$140.00/hour
<b>Architectural Intern / Associate</b>	\$110.00/hour
<b>Senior Technical Designer</b>	\$105.00/hour
<b>Project Administration</b>	\$ 85.00/hour
<b>Administrative</b>	\$ 70.00/hour
<b>Drafter</b>	\$ 75.00/hour
<b>Clerical</b>	\$ 55.00/hour

## **Reimbursable Expenses as Approved by Owner**

Reproduction and printing of Presentations and Documents  
Special postage, shipping charges  
Special Renderings  
Fees related to approval of Documents by authorities having jurisdiction over the Project  
Out of town travel expenses as directed by Owner



STEINWAY HALL  
DALLAS • FORT WORTH • PLANO

Steinway Hall  
(214) 526-1853

5301 N. Central Expressway  
Dallas, Texas  
75205  
United States

Prepared For  
Eric Baker  
Odessa College  
Accounts Payable Department  
201 West University  
Odessa, Texas  
79764  
United States

Estimate Date  
10/15/2021

Estimate Number  
002230

Description	Rate	Qty	Line Total
New Piano Steinway & Sons Spirio R, Model B, Ebony Polish, Serial No. TBD Includes matching adjustable Steinway artist bench, 5 year limited manufacturer warranty	\$117,800.00 +Tax Exempt	1	\$117,800.00
Discount Institutional Direct Discount	-\$17,670.00 +Tax Exempt	1	-\$17,670.00
Accessory Steinway & Sons Spirio Player System (Playback & Record) Includes iPad, and 2 complimentary Spirio services valid within 1 year after delivery	\$40,000.00 +Tax Exempt	1	\$40,000.00
Accessory Quilted breakaway cover with S&S logo	\$1,350.00 +Tax Exempt	1	\$1,350.00
Accessory J6543 Grand Piano Dolly w/ Locking Casters (Includes installation)	\$1,050.00 +Tax Exempt	1	\$1,050.00
Accessory Lucite fallboard lock (Includes keys and installation)	\$160.00 +Tax Exempt	1	\$160.00
Delivery Grand piano delivery, 1st piano	\$375.00 +Tax Exempt	1	\$375.00
Delivery + Mileage from Dallas to Odessa (330 miles @ \$2.50/mile)	\$825.00 +Tax Exempt	1	\$825.00

Tax Exempt (0%)

0.00

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Estimate Total (USD)

\$143,890.00

Terms

This is a Quote only.



## REPORT TO PROPERTY COMMITTEE SUMMARY OF VENDOR PROPOSALS

BID/RFP NO: RFP-21-013

PROJECT DESC: Used Sleeper Trucks for Truck Driving

ESTIMATED BUDGET: COVID FUNDS

EST. TIMELINE OF WORK: Delivery 1 Week

**SCOPE OF PROJECT:** Odessa College sent out 5 proposals for used Trucks. Due to the commodity these are very difficult to locate. We contacted Rush Truck Centers, Bruckner Trucking, Premier Trucking, Texas Trucks, and Penske Trucks.

<b><u>PROPOSALS:</u></b>		<b>Base Bid</b>
1. Rush Truck Centers Odessa, Texas	2019 White Peterbilt 498,000 miles Cummins X15 450 Engine Manual	97,303.93







[illegible]



rushtruckcenters.com

# Retail Sales Order

**1. Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

## 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

**3. Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

**4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

**5. Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

**6. Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

**7. Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

**8. Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

**9. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

**10. Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

**11. Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

**12. Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

**13. Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

**14. No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

**15. 7ca a i b]Ujcb 7 cbgYb** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

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Customer Initial \_\_\_\_\_

# Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

<b>FACTS</b>	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and employment information</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call (830) 626-5249
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<b>Who we are</b>	
<b>Who is providing this notice?</b>	Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

<b>What we do</b>	
<b>How does Rush Truck Centers protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Rush Truck Centers collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ apply for financing</li> <li>▪ give us your income information or provide employment information</li> <li>▪ provide account information or give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Rush does not share with nonaffiliates so they can market to you.</p>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Includes lenders, finance companies and financial service providers</li> </ul>

<b>Other important information</b>	
<ul style="list-style-type: none"> <li>• This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc.</li> <li>• This Privacy Policy does not apply to information obtained in a non-financial transaction.</li> </ul>	



[illegible]



rushtruckcenters.com

# Retail Sales Order

**1. Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

## 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

**3. Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

**4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

**5. Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

**6. Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

**7. Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

**8. Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

**9. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

**10. Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

**11. Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

**12. Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

**13. Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

**14. No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

**15. 7ca a i b]Ujcb 7 cbgYb** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

# Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

<b>FACTS</b>	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and employment information</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call (830) 626-5249
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<b>Who we are</b>	
<b>Who is providing this notice?</b>	Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

<b>What we do</b>	
<b>How does Rush Truck Centers protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Rush Truck Centers collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ apply for financing</li> <li>▪ give us your income information or provide employment information</li> <li>▪ provide account information or give us your contact information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Rush does not share with nonaffiliates so they can market to you.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  ▪ Includes lenders, finance companies and financial service providers

<b>Other important information</b>	
<ul style="list-style-type: none"> <li>• This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc.</li> <li>• This Privacy Policy does not apply to information obtained in a non-financial transaction.</li> </ul>	



**ODESSA COLLEGE**  
**BUDGET COMPARISON STATEMENT**  
**CURRENT UNRESTRICTED INCOME & EXPENDITURES**  
**September 30, 2021 and 2020**

	THROUGH SEP 2021	ANNUAL BUDGET 2020-2021	PERCENT OF BUDGET	THROUGH SEP 2020	ANNUAL BUDGET 2019-2020	PERCENT OF BUDGET
<b>Revenues:</b>						
State Appropriation	1,180,859	9,840,503	12.0%	1,157,283	9,641,570	12.0%
Ad Valorem Taxes	112,179	26,735,000	0.4%	139,119	25,730,000	0.5%
Tuition and Fees - Credit	6,518,550	11,625,628	56.1%	5,481,940	11,282,133	48.6%
Tuition and Fees - Non Credit	477,470	1,948,705	24.5%	371,335	1,769,768	21.0%
Federal Grants & Contracts	-	15,000	0.0%	670	13,000	0.0%
Other Income	50,799	997,140	5.1%	44,020	1,109,754	4.0%
Gift Income	-	52,000	0.0%	10,846	77,540	14.0%
Investment Income	23,295	275,000	8.5%	(6,174)	330,000	-1.9%
Total Revenues	8,363,152	51,488,976	16.2%	7,199,039	49,953,765	14.4%
<b>Salaries and Benefits:</b>						
General Administration	170,063	2,210,398	7.7%	172,610	2,186,138	7.9%
Student Services	174,154	2,373,562	7.3%	154,855	2,225,585	7.0%
General Institutional	234,575	3,739,588	6.3%	207,926	3,426,814	6.1%
Instruction	1,094,866	14,226,907	7.7%	1,043,491	13,707,719	7.6%
Instructional Support	284,436	4,327,374	6.6%	299,811	3,928,560	7.6%
Public Service	46,715	707,754	6.6%	49,607	705,333	7.0%
Physical Plant	93,458	1,121,171	8.3%	89,993	1,096,385	8.2%
Staff Benefits	447,682	5,770,700	7.8%	436,085	5,815,375	7.5%
Total Payroll	2,545,949	34,477,454	7.4%	2,454,378	33,091,909	7.4%
<b>Other Operating Expenditures:</b>						
General Administration	152,214	387,776	39.3%	145,214	406,365	35.7%
Student Services	108,472	600,416	18.1%	144,669	585,613	24.7%
General Institutional	1,217,671	4,181,999	29.1%	1,061,664	4,061,667	26.1%
Instruction	27,491	987,774	2.8%	39,554	1,030,135	3.8%
Instructional Support	110,306	664,932	16.6%	137,917	609,830	22.6%
Public Service	1,902	135,790	1.4%	16,862	132,624	12.7%
Physical Plant Operations	784,256	1,997,096	39.3%	700,133	1,857,654	37.7%
Utilities	98,251	1,142,868	8.6%	101,618	1,127,783	9.0%
Scholarships & Allowances	679,614	1,659,000	41.0%	578,726	1,659,000	34.9%
Total Operating Expenditures	3,180,177	11,757,651	27.0%	2,926,357	11,470,671	25.5%
<b>Transfers In:</b>						
Bookstore Profit (Loss)	-	60,000	0.0%	-	60,000	0.0%
OER Reserve Fund	8,333	100,000	8.3%	8,333	100,000	n/a
Other Auxiliary Profit (Loss)	(79,618)	(88,764)	n/a	62,780	(455,126)	n/a
Investment Income - Plant Funds	-	20,000	0.0%	-	20,000	0.0%
Total Transfers In	(71,285)	91,236	-78.1%	71,113	(275,126)	-25.8%
<b>Transfers Out:</b>						
Tuition for TPEG Scholarships	185,633	465,000	39.9%	217,189	465,000	46.7%
To Technology Replacement Fund	-	450,000	0.0%	10,167	200,000	5.1%
To Plant Renew/Replace Fund	-	600,000	0.0%	9,057	600,000	1.5%
To Construction Funds	208,333	2,500,000	8.3%	194,583	2,585,000	7.5%
Athletics Subsidy	298,297	1,408,238	21.2%	203,850	1,264,933	16.1%
Other Transfers	-	(78,131)	0.0%	-	1,126	0.0%
Total Transfers Out	692,263	5,345,107	13.0%	634,846	5,116,059	12.4%
<b>Excess of Revenues over Expenditures and Transfers</b>	1,873,478	49 -		1,254,571	-	

**ODESSA COLLEGE**  
**BUDGET ADJUSTMENTS**  
**October 26, 2021**

<b><u>GENERAL CONTINGENCY EXPENDITURES (11-10390-5388)</u></b>	
Original Budget, September 1, 2021	\$ 550,000
Proposed Adjustments, October 26, 2021	-
Balance Remaining for General Contingencies	<u>\$ 550,000</u>

<b><u>INCREASES (DECREASES) IN INCOME BUDGETS</u></b>	
None	
	<u>\$ -</u>

<b><u>INCREASES (DECREASES) IN EXPENDITURE BUDGETS</u></b>	
None	
	<u>\$ -</u>

**ODESSA COLLEGE**  
**EXPENDITURE VOUCHERS EXCEEDING \$10,000**  
**Sep. 23 - Oct. 22, 2021**

<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/23/2021	G & G Construction	Freeze/Water Damage to Century Commons (Insurance Claim)	20,664.00
09/23/2021	Dell Marketing L.P.	6 AX-740XD Dual-Socket Nodes (Cares Grant Funded)	249,513.36
09/27/2021	Bruckner's Truck & Equipment	Truck Driving Trailer (Cares Grant Funded)	47,709.00
09/29/2021	Great Western Dining	Meal Charges (Week ending 09/23/2021)	22,307.43
09/29/2021	KOSA -TV	OC Fall Advertisement	14,420.00
10/06/2021	Synetra, a Computex Technology Solu	Smartnet Annual Renewal	98,119.72
10/06/2021	Ellucian Company, L.P.	Licensing Fee for CRM Ellucian Advise (Cares Grant Funded)	70,334.00
10/06/2021	JSA Architects	Health Science Building Design Development Phase (50% Complete)	371,956.44
10/06/2021	JSA Architects	Track Stadium Planning and Admin	15,002.50
10/06/2021	Medical Center Hospital	Part Time Nursing Adjunct Faculty	10,107.00
10/06/2021	GCA Services Group	Custodial Services - September	67,454.70
10/06/2021	Great Western Dining	Meal Charges (Week ending 09/29/2021)	22,569.25
10/13/2021	Softdocs, Inc	Softdocs Training (Cares Grant Funded)	11,937.83
10/13/2021	ATI	Nursing practice exam software (Funded by student fees)	73,402.61
10/13/2021	City of Odessa	Water & Sewer Utilities - September	18,030.30
10/13/2021	Rush Truck Centers of Texas, Lp	2019 Peterbilt Truck (Cares Grant Funded)	97,303.93
10/13/2021	Great Western Dining	Meal Charges (Week ending 10/06/2021)	22,510.13
10/13/2021	Journey Ed.Com Inc.	Adobe Creative Cloud Renewals	20,160.00
10/13/2021	The College Board Publications	TSI testing units	14,000.00
10/20/2021	NRG Energy, Inc.	Electric Utilities - September	72,817.60
10/20/2021	KOSA -TV	OC Fall Advertisement	35,015.00
10/20/2021	Synetra, a Computex Technology Solu	50 Replacement Wireless Access Points	21,800.00
10/20/2021	G & G Construction	Spur Sidewalk Dirt Work	10,660.00
10/20/2021	Rush Truck Centers of Texas, Lp	2019 Peterbilt Truck (Cares Grant Funded)	100,717.59
10/20/2021	Great Western Dining	Meal Charges (Week ending 10/13/2021)	23,225.00
10/20/2021	Otis Elevator Company	Elevator annual maintenance	55,694.56
10/20/2021	Anthology Inc.	Hobsons CRM Subscription Annual Renewal	20,500.00

**VISION 2030 SUMMARY TO DATE**  
Through 10/22/2021

**Expended Funds**

Admin Fees	\$	38,637.50
Terrace Apartments	\$	896,162.29
Health Science Building	\$	889,879.68
RA Pavilion	\$	90,717.16
Wilkerson Hall Phase II	\$	9,535.00
Parking Improvements	\$	1,387.50
Pedestrian Bridge	\$	2,445.00
Track & Field	\$	19,105.00
Amphitheater Shade	\$	3,970.00
Student Housing	\$	2,510.00
Downtown Odessa	\$	2,510.00
	\$	1,956,859.13

**VISION 2030 CONSTRUCTION EXPENDITURES**  
September 24, 2021 - October 22, 2021

<u>CK DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CURRENT</u>	<u>Transfers</u>	<u>TOTAL</u>
<b>Terrace Apartments</b>					
		Previous Expenditures		\$	895,262.29
09/01/2021	Vanco Insulation Abatement Inc	Fence Rental	300.00		
10/01/2021	Vanco Insulation Abatement Inc	Fence Rental	300.00		
10/15/2021	Vanco Insulation Abatement Inc	Fence Rental	300.00	\$	900.00
		<b>Total Expenditures to Date</b>		\$	896,162.29
<b>Health Science Building</b>					
		Previous Expenditures		\$	517,323.24
09/30/2021	JSA Architects	Design Development Phase (50% Complete)	371,956.44		
09/01/2021	Vanco Insulation Abatement Inc	Fence Rental	300.00		
10/01/2021	Vanco Insulation Abatement Inc	Fence Rental	300.00		
		<b>Total Expenditures to Date</b>		\$	889,879.68
<b>Track &amp; Field</b>					
		Previous Expenditures		\$	4,102.50
09/30/2021	JSA Architects	Admin and Planning	15,002.50	\$	15,002.50
		<b>Total Expenditures to Date</b>		\$	19,105.00
<b>Downtown Odessa</b>					
		Previous Expenditures		\$	-
08/31/2021	JSA Architects	Admin and Planning	2,510.00	\$	2,510.00
		<b>Total Expenditures to Date</b>		\$	2,510.00



**ODESSA COLLEGE**  
**QUARTERLY INVESTMENT REPORT**  
Quarter Ending: August 31, 2021



**TEXAS PUBLIC FUNDS INVESTMENT ACT**

To the best of my knowledge, the investment portfolio of the District, at August 31, 2021, and the investment transactions entered into during the quarter then ended are in compliance with the Texas Public Funds Investment Act.

The investments of the District comply with the investment objectives and strategies as expressed in the Odessa Junior College District Investment Policy.

All business organizations that have sold investments to Odessa College during the quarter have executed a written instrument stating that they meet the requirements of the District's Investment Policy.

Market Value Source: Frost Bank

Asset Class	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CDs	1,243,000.00	1,251,080.89	1,243,000.00	1.60	1.14	1,370
Muni Bonds	21,565,000.00	22,371,623.90	22,273,400.04	28.71	0.86	849
Public LGIP	47,552,173.48	47,552,173.48	47,552,173.48	61.30	0.05	1
US Agency	6,500,000.00	6,492,620.00	6,500,000.00	8.38	0.92	1,541
<b>Total / Average</b>	<b>76,860,173.48</b>	<b>77,667,498.27</b>	<b>77,568,573.52</b>	<b>100.00</b>	<b>0.37</b>	<b>396</b>

*Brandy Ham*

10/22/2021

Brandy Ham, Chief Financial Officer

Date

*Kristi Gibbs*

10/22/2021

Kristi Gibbs, Controller

Date



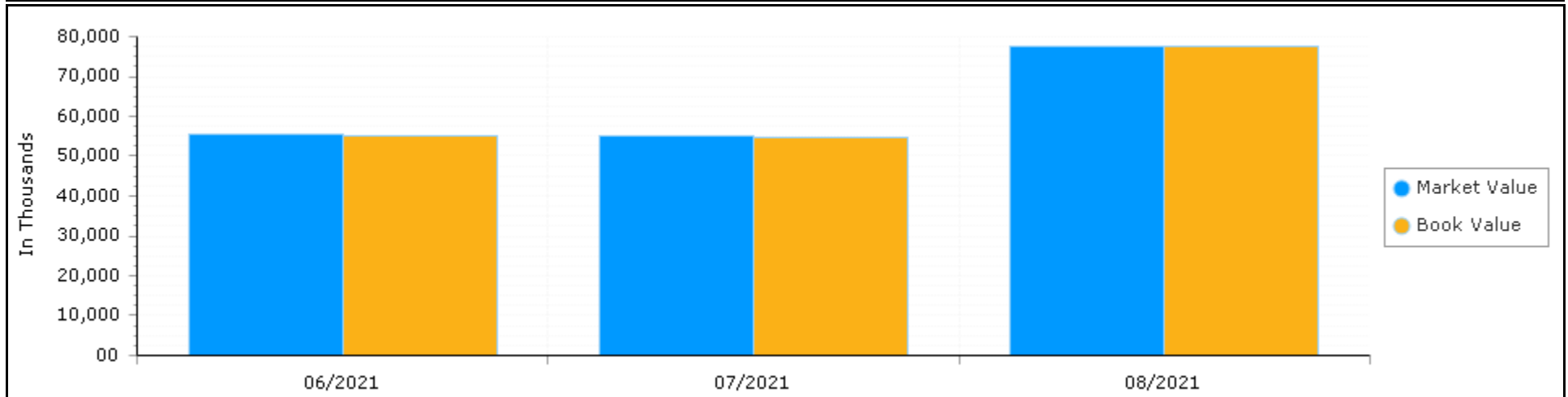
# Odessa College Portfolio Summary by Month All Portfolios

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Begin Date: 6/30/2021, End Date: 8/31/2021

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	YTM @ Market	Duration	Days To Maturity
6/30/2021	55,319,952.44	55,254,241.61	65,710.83	0.54	0.46	1.58	597
7/31/2021	54,952,554.58	54,824,367.22	128,187.36	0.52	0.40	1.51	571
8/31/2021	77,667,498.27	77,568,573.52	98,924.75	0.37	0.30	1.04	391
<b>Total / Average</b>	<b>62,646,668.43</b>	<b>62,549,060.78</b>	<b>97,607.65</b>	<b>0.46</b>	<b>0.38</b>	<b>1.34</b>	<b>504</b>

## Market Value / Book Value Comparison





# Odessa College Distribution by Asset Class - Market Value All Portfolios

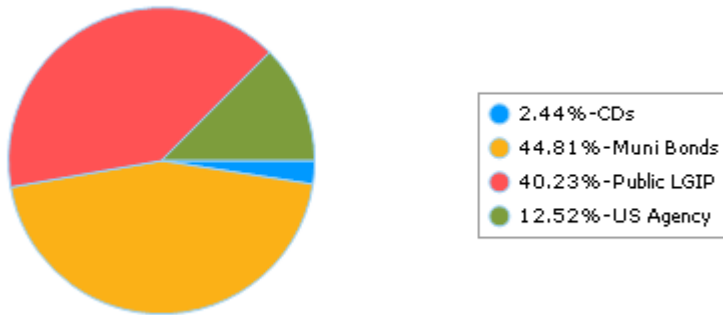
55

Begin Date: 5/31/2021, End Date: 8/31/2021

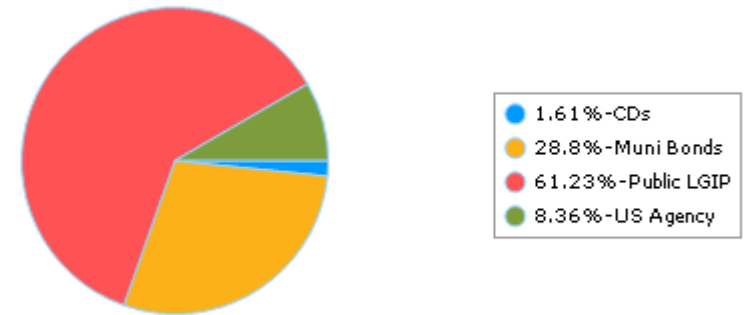
## Asset Class Allocation

Asset Class	Market Value 5/31/2021	% of Portfolio 5/31/2021	Market Value 8/31/2021	% of Portfolio 8/31/2021
CDs	1,266,380.66	2.44	1,251,080.89	1.61
Muni Bonds	23,217,272.25	44.81	22,371,623.90	28.80
Public LGIP	20,844,868.15	40.23	47,552,173.48	61.23
US Agency	6,489,616.00	12.52	6,492,620.00	8.36
<b>Total / Average</b>	<b>51,818,137.06</b>	<b>100.00</b>	<b>77,667,498.27</b>	<b>100.00</b>

## Portfolio Holdings as of 5/31/2021



## Portfolio Holdings as of 8/31/2021





# Odessa College

## Total Rate of Return - Book Value by Month

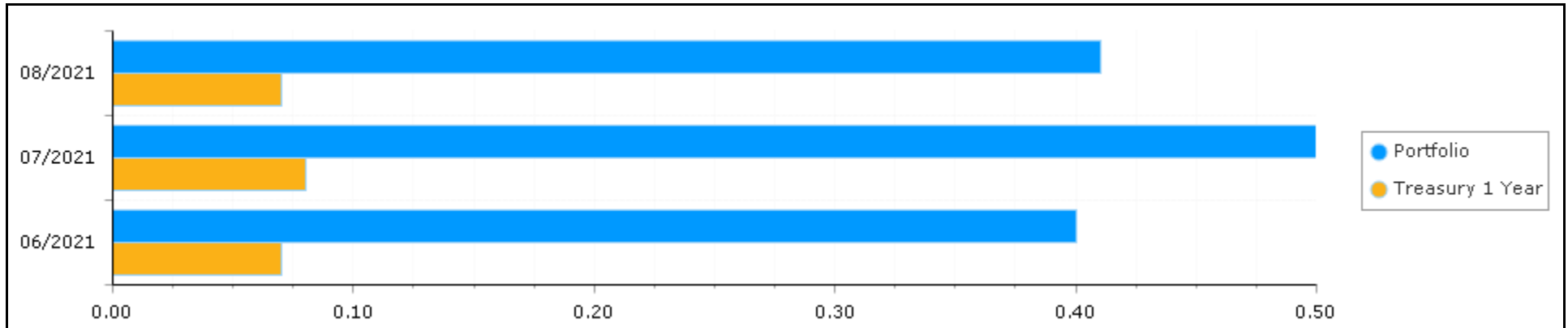
### All Portfolios

56

Begin Date: 6/30/2021, End Date: 8/31/2021

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Year
6/30/2021	51,859,002.93	17,039.44	0.00	17,039.44	51,506,586.11	0.03	0.40	0.07
7/31/2021	55,432,507.29	22,912.43	0.00	22,912.43	55,215,531.93	0.04	0.50	0.08
8/31/2021	55,040,835.55	20,450.22	0.00	20,450.22	59,841,260.77	0.03	0.41	0.07
<b>Total/Average</b>	<b>51,859,002.93</b>	<b>60,402.09</b>	<b>0.00</b>	<b>60,402.09</b>	<b>55,596,635.88</b>	<b>0.11</b>	<b>0.44</b>	<b>0.07</b>

### Annualized TRR-BV



TRR-BV: Total Rate of Return - Book Value Benchmark: US Treasury 1 Year  
Interest Earned: Quarterly \$ 60,402/Fiscal YTD:\$246,671





# Odessa College Distribution by Maturity Range - Market Value All Portfolios

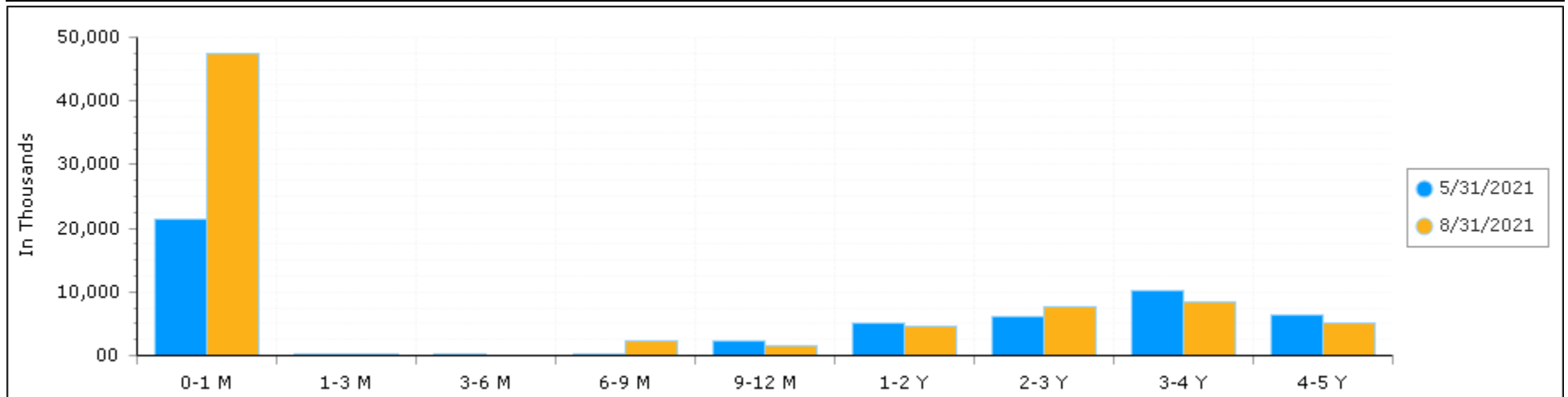
57

Begin Date: 5/31/2021, End Date: 8/31/2021

## Maturity Range Allocation

Maturity Range	Market Value 5/31/2021	% of Portfolio 5/31/2021	Market Value 8/31/2021	% of Portfolio 8/31/2021
0-1 Month	21,344,868.15	41.19	47,552,173.48	61.23
1-3 Months	251,935.00	0.49	200,946.00	0.26
3-6 Months	202,406.00	0.39	126,946.25	0.16
6-9 Months	128,112.50	0.25	2,267,961.70	2.92
9-12 Months	2,285,464.35	4.41	1,626,358.05	2.09
1-2 Years	4,979,861.95	9.61	4,683,187.60	6.03
2-3 Years	6,018,119.85	11.61	7,656,473.70	9.86
3-4 Years	10,280,302.24	19.84	8,367,473.89	10.77
4-5 Years	6,327,067.02	12.21	5,185,977.60	6.68
<b>Total / Average</b>	<b>51,818,137.06</b>	<b>100.00</b>	<b>77,667,498.27</b>	<b>100.00</b>

## Portfolio Holdings





# Odessa College Portfolio Holdings by Portfolio Name All Portfolios

58

Date: 8/31/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
<b>Construction - Liquid Assets</b>								
LOGIC LGIP		8/26/2021	28,000,177.44	100.00	28,000,177.44	36.1%	None	1
LGIP7030	28,000,177.44	0.04	28,000,177.44	0.04		0.00	None	0
			<b>28,000,177.44</b>		<b>28,000,177.44</b>	<b>36.1%</b>		<b>1</b>
<b>Sub Total Construction - Liquid Assets</b>	<b>28,000,177.44</b>	<b>0.04</b>	<b>28,000,177.44</b>	<b>0.04</b>		<b>0.00</b>		<b>0</b>
<b>Debt Service - Liquid Assets</b>								
TexPool - Prime LGIP		4/30/2017	180,993.93	100.00	180,993.93	0.23%	NR	1
LGIP0007P	180,993.93	0.06	180,993.93	0.06		0.00	NR	0
TexPool - Prime LGIP		4/30/2017	70,074.05	100.00	70,074.05	0.09%	NR	1
LGIP0005P	70,074.05	0.06	70,074.05	0.06		0.00	NR	0
			<b>251,067.98</b>		<b>251,067.98</b>	<b>0.32%</b>		<b>1</b>
<b>Sub Total Debt Service - Liquid Assets</b>	<b>251,067.98</b>	<b>0.06</b>	<b>251,067.98</b>	<b>0.06</b>		<b>0.00</b>		<b>0</b>
<b>Pooled Operating - Fixed Income</b>								
Amarillo TX Economic Dev Corp 2.657 8/15/2023		5/8/2019	602,082.00	103.62	621,690.00	0.77%	S&P-AA-	714
023026CL9	600,000.00	2.57	600,952.92	0.79	708.53	20,737.08	NR	1.92
Austin TX Cmnty College Dist Rev 0.933 2/1/2025		1/25/2021	508,595.00	100.22	501,110.00	0.65%	Moody's-Aa3	1250
052404QF0	500,000.00	0.50	507,318.63	0.87	388.75	-6,208.63	S&P-AA-	3.37
Ayersville OH Local Sch Dist 5 11/1/2024		6/23/2020	573,505.00	109.41	547,055.00	0.71%	S&P-AA	1158
054717DN0	500,000.00	1.50	553,466.58	1.92	8,333.33	-6,411.58	NR	2.93
Berkeley Cnty S C Sch Dist 2.35 3/1/2023		2/4/2021	286,651.75	102.98	283,195.00	0.37%	S&P-AA	547
084203WV6	275,000.00	0.30	283,441.73	0.36	3,231.25	-246.73	Moody's-Aa1	1.47
Bozeman MT 2.75 7/1/2022		3/19/2021	206,532.00	102.22	204,438.00	0.26%	Moody's-Aa1	304
103637GA6	200,000.00	0.20	204,233.96	0.09	916.67	204.04	NR	0.83
Canyon TX Regl Wtr Auth 5 8/1/2022		2/3/2021	267,897.50	104.50	261,240.00	0.34%	S&P-AA	335
139042ST3	250,000.00	0.20	261,021.44	0.09	1,041.67	218.56	NR	0.9



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

59

Date: 8/31/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Carson CA Pension Obligation 1.823 1/15/2025		8/28/2020	776,385.00	102.79	770,940.00	0.99%	S&P-AA-	1233
14574AAC8	750,000.00	1.00	770,320.24	0.98	1,747.04	619.76	NR	3.28
Celtic Bank Salt Lake City Utah 1.7 3/13/2025-21		3/13/2020	249,000.00	100.06	249,147.41	0.32%	NR	1290
15118RTM9	249,000.00	1.70	249,000.00	1.68	208.75	147.41	NR	3.43
Clinton TWP NJ 3 3/15/2022		3/17/2021	154,170.00	101.51	152,269.50	0.2%	Moody's-Aa3	196
188612HC2	150,000.00	0.20	152,251.57	0.19	2,050.00	17.93	NR	0.53
Clinton TWP NJ 3 3/15/2023		3/17/2021	448,234.75	104.25	443,062.50	0.57%	Moody's-Aa3	561
188612HD0	425,000.00	0.25	442,904.80	0.23	5,808.33	157.70	NR	1.5
Colonie NY Ref-Ser B 4 3/15/2022		3/16/2021	787,975.60	102.04	775,488.80	1%	S&P-AA	196
196145CF1	760,000.00	0.30	775,063.78	0.21	13,933.33	425.02	NR	0.53
County of Licking OH 4 12/1/2024		5/7/2020	200,293.20	111.91	201,441.60	0.25%	S&P-AA	1188
531643VK7	180,000.00	1.44	194,444.77	0.31	1,800.00	6,996.83	NR	3.06
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	133,198.00	101.40	131,818.70	0.17%	S&P-AA	182
232425RV2	130,000.00	0.31	131,737.42	0.20	1,950.00	81.28	NR	0.5
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	189,551.00	101.40	187,588.15	0.24%	S&P-AA	182
232425RJ9	185,000.00	0.31	187,472.48	0.20	2,775.00	115.67	NR	0.5
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	112,400.40	106.32	111,633.90	0.14%	S&P-AA	913
232425RX8	105,000.00	0.56	111,338.24	0.45	1,575.00	295.66	NR	1.9
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	176,041.60	109.97	175,953.60	0.23%	S&P-AA	1643
232425RN0	160,000.00	0.91	174,675.03	0.74	2,400.00	1,278.57	NR	3.71
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	119,489.70	108.37	119,211.40	0.15%	S&P-AA	1278
232425RY6	110,000.00	0.76	118,475.08	0.58	1,650.00	736.32	NR	2.82



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

60

Date: 8/31/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	168,371.85	108.37	167,979.70	0.22%	S&P-AA	1278
232425RM2	155,000.00	0.76	166,942.16	0.58	2,325.00	1,037.54	NR	2.82
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	264,062.40	109.97	263,930.40	0.34%	Moody's-A1	1643
232425RZ3	240,000.00	0.91	262,012.54	0.74	3,600.00	1,917.86	S&P-AA	3.71
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	104,919.00	104.18	104,175.00	0.13%	S&P-AA	547
232425RK6	100,000.00	0.42	103,843.85	0.21	1,500.00	331.15	NR	0.96
Dist of Columbia 1.817 4/1/2025		8/13/2020	673,978.50	103.16	670,546.50	0.86%	Moody's-A2	1309
25483VXA7	650,000.00	1.00	668,550.74	0.92	4,921.04	1,995.76	S&P-A+	3.46
Dumas Tex ISD 4 2/1/2024		4/7/2020	666,806.80	109.05	659,752.50	0.83%	Moody's-Aa2	884
264669GD8	605,000.00	1.25	644,166.46	0.24	2,016.67	15,586.04	NR	2.33
Durham CA Unif Sch Dist 4 8/1/2022		1/20/2021	311,933.00	103.51	305,345.65	0.39%	S&P-AA	335
266669BS8	295,000.00	0.24	305,165.87	0.17	983.33	179.78	NR	0.91
El Paso TX Muni Drain Utility Sys 5 3/1/2024		4/8/2021	521,745.80	111.73	513,958.00	0.66%	S&P-AA+	913
283791EE7	460,000.00	0.34	513,283.47	0.29	9,136.11	674.53	NR	2.35
Enerbank USA 1.25 4/29/2025		4/29/2020	248,000.00	101.81	252,481.11	0.32%	NR	1337
29278TNX4	248,000.00	1.25	248,000.00	0.75	1,053.15	4,481.11	NR	3.58
Fayette Ohio Loc Sch Dist 3 12/1/2022		4/15/2021	52,190.00	103.44	51,719.50	0.07%	Moody's-Aa2	457
312604BG5	50,000.00	0.30	51,682.07	0.24	375.00	37.43	NR	1.23
Fayette Ohio Loc Sch Dist 3 12/1/2023		4/15/2021	58,719.10	106.02	58,313.20	0.08%	Moody's-Aa2	822
312604BH3	55,000.00	0.41	58,184.48	0.31	412.50	128.72	NR	2.18
Fayette Ohio Loc Sch Dist 3 12/1/2024		4/15/2021	119,541.40	108.35	119,179.50	0.15%	Moody's-Aa2	1188
312604BJ9	110,000.00	0.58	118,548.40	0.41	825.00	631.10	NR	3.11
FHLB 1 3/17/2026		3/17/2021	1,000,000.00	100.00	1,000,002.00	1.29%	S&P-AA+	1659
3130ALKA1	1,000,000.00	1.00	1,000,000.00	1.00	4,555.56	2.00	NR	4.43



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

61

Date: 8/31/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
FHLB Step 2/18/2025-21		2/18/2021	1,000,000.00	99.61	996,090.00	1.29%	Moodys-Aaa	79
3130AKXL5	1,000,000.00	0.38	1,000,000.00	0.52	90.28	-3,910.00	S&P-AA+	3.45
FHLB Step 5/12/2026-21		5/12/2021	3,000,000.00	100.00	2,999,934.00	3.87%	S&P-AA+	73
3130AMA93	3,000,000.00	1.26	3,000,000.00	1.32	4,541.67	-66.00	NR	4.61
FHLB Step 5/26/2026-21		5/26/2021	500,000.00	99.92	499,610.00	0.64%	S&P-AA+	87
3130AMGG1	500,000.00	1.15	500,000.00	1.20	791.67	-390.00	NR	4.65
FHLB Step 8/16/2024-22		2/16/2021	1,000,000.00	99.70	996,984.00	1.29%	Moodys-Aaa	169
3130AL6V1	1,000,000.00	0.26	1,000,000.00	0.38	72.92	-3,016.00	S&P-AA+	2.95
Flagstar Bank FSB 1.15 4/29/2025		4/29/2020	248,000.00	101.45	251,586.58	0.32%	NR	1337
33847E3D7	248,000.00	1.15	248,000.00	0.75	968.90	3,586.58	NR	3.58
Gatesville TX TXBL-REF 0.32 9/1/2022		3/10/2021	95,000.00	100.02	95,015.20	0.12%	S&P-AA	366
367532KC1	95,000.00	0.32	95,000.00	0.30	152.00	15.20	NR	1
Gatesville TX TXBL-REF 0.42 9/1/2023		3/10/2021	90,000.00	99.87	89,882.10	0.12%	S&P-AA	731
367532KD9	90,000.00	0.42	90,000.00	0.49	189.00	-117.90	NR	1.99
Gatesville TX TXBL-REF 0.57 9/1/2024		3/10/2021	125,000.00	99.52	124,393.75	0.16%	S&P-AA	1097
367532KE7	125,000.00	0.57	125,000.00	0.73	356.25	-606.25	NR	2.97
Gatesville TX TXBL-REF 0.77 9/1/2025		3/10/2021	125,000.00	99.20	124,003.75	0.16%	S&P-AA	1462
367532KF4	125,000.00	0.77	125,000.00	0.97	481.25	-996.25	NR	3.93
Hale County TX 3 2/15/2023		5/7/2019	254,465.00	103.34	258,340.00	0.32%	S&P-AA-	533
405468CT4	250,000.00	2.50	251,724.53	0.69	333.33	6,615.47	None	1.43
Harris Cnty TX MUD #542 4.5 4/1/2025		8/27/2020	172,786.50	113.62	170,422.50	0.22%	S&P-AA	1309
41428VBB4	150,000.00	1.10	167,775.64	0.65	2,812.50	2,646.86	NR	3.31
Hawkins Cnty TN Ref Ser A 3 3/1/2022		3/31/2021	513,140.00	101.36	506,790.00	0.65%	Moodys-Aa3	182
420218TT6	500,000.00	0.13	507,138.75	0.28	6,250.00	-348.75	NR	0.49



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

62

Date: 8/31/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Hawthorne Calif CTFS Partn 3.15 8/1/2024		6/2/2020	492,443.80	104.67	481,472.80	0.62%	S&P-AA	1066
420507CL7	460,000.00	1.40	482,738.39	1.51	1,207.50	-1,265.59	NR	2.81
Hays ISD Ref 3 2/15/2023		3/18/2020	324,988.50	104.16	322,889.80	0.41%	Moodys-Aa2	533
4211103A3	310,000.00	1.30	317,508.34	0.14	413.33	5,381.46	NR	1.43
JP Morgan Chase 0.6 10/30/2025-21		4/30/2021	249,000.00	99.02	246,547.60	0.32%	NR	60
48128UV97	249,000.00	0.60	249,000.00	0.84	503.46	-2,452.40	NR	4.11
Kansas City MO SPL 3.501 4/1/2024		8/28/2020	244,386.00	106.58	239,802.75	0.31%	Moodys-A1	944
485106SQ2	225,000.00	1.05	238,948.46	0.92	3,282.19	854.29	S&P-AA-	2.46
Kronenwetter WI Ref Ser A 4 4/1/2022		2/3/2021	240,046.40	102.24	235,142.80	0.3%	S&P-AA-	213
50105RFF1	230,000.00	0.23	235,070.81	0.16	5,315.56	71.99	NR	0.57
Kronenwetter WI Ref Ser A 4 4/1/2023		2/3/2021	610,635.05	105.95	598,600.55	0.77%	S&P-AA-	578
50105RFG9	565,000.00	0.25	598,515.96	0.24	13,057.78	84.59	NR	1.52
La Quinta CA Redev Agy Successor Agy Tax Alloc 0.2		4/14/2021	760,000.00	100.04	760,319.20	0.98%	S&P-AA-	366
50420BDB5	760,000.00	0.29	760,000.00	0.24	827.18	319.20	NR	1
La Quinta CA Redev Agy Successor Agy Tax Alloc 0.4		4/14/2021	540,000.00	100.08	540,432.00	0.7%	S&P-AA-	731
50420BDC3	540,000.00	0.46	540,000.00	0.42	937.08	432.00	NR	1.99
La Quinta CA Redev Agy Successor Agy Tax Alloc 0.6		4/14/2021	1,000,000.00	100.04	1,000,420.00	1.29%	S&P-AA-	1097
50420BDD1	1,000,000.00	0.69	1,000,000.00	0.67	2,618.22	420.00	NR	2.97
Lancaster CA 2.625 8/1/2024		7/30/2020	319,080.00	104.20	312,588.00	0.4%	S&P-AA	1066
513802CH9	300,000.00	1.00	313,902.45	1.16	656.25	-1,314.45	NR	2.82
Laredo College TX Comb Fee Rev 2.405 8/1/2025		11/12/2020	264,960.00	104.21	260,520.00	0.34%	Moodys-A2	1431
51677QAK3	250,000.00	1.10	262,424.70	1.30	501.04	-1,904.70	S&P-AA	3.76
Maryland St Stad Auth Rev 5 5/1/2023		4/27/2020	617,182.20	107.95	599,116.95	0.76%	Moodys-Aa3	608
574296BD0	555,000.00	1.20	589,401.07	0.22	9,250.00	9,715.88	S&P-AA-	1.6



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

63

Date: 8/31/2021

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Morgan Stanley Bank CD 1 5/28/2025		5/28/2020	249,000.00	100.93	251,318.19	0.32%	Moody's-A1	1366
61765QP37	249,000.00	1.00	249,000.00	0.75	20.47	2,318.19	S&P-A+	3.68
New Hampshire St Business Fin Auth 1.05 4/1/2024		4/1/2021	125,000.00	100.44	125,552.50	0.16%	S&P-A	944
644684EX6	125,000.00	1.05	125,000.00	0.88	546.88	552.50	None	2.54
Newport KY 2 2/1/2024		4/6/2021	172,345.80	103.94	171,507.60	0.22%	S&P-AA	884
651894HK6	165,000.00	0.41	171,298.44	0.36	275.00	209.16	NR	2.37
Newport KY 2 2/1/2025		4/6/2021	463,223.20	105.08	462,334.40	0.59%	S&P-AA	1250
651894HL4	440,000.00	0.60	460,779.53	0.50	733.33	1,554.87	NR	3.32
Niagara NY 2 2/1/2023		2/10/2021	402,963.60	102.39	399,332.70	0.51%	Moody's-A2	519
653539KR6	390,000.00	0.31	399,331.63	0.31	4,355.00	1.07	NR	1.39
Pennsylvania Hsg Fin Agy 3.2 4/1/2024		6/1/2020	214,724.00	105.65	211,298.00	0.27%	Moody's-Aa2	944
708796Q34	200,000.00	1.23	209,928.18	0.98	2,666.67	1,369.82	S&P-AA+	2.47
Rhode Island Hsg & Mtg Fin Corp Rev 4 10/1/202		10/6/2020	427,185.90	103.09	417,498.30	0.54%	Moody's-Aa1	396
76221TAN9	405,000.00	2.10	420,489.42	2.47	6,750.00	-2,991.12	S&P-AA+	1.99
San Antonio TX Txbl-Ref 0.843 2/1/2025		3/18/2021	302,781.00	100.53	301,578.00	0.39%	Moody's-Aaa	1250
79623PEQ4	300,000.00	0.60	302,454.98	0.69	210.75	-876.98	S&P-AAA	3.37
Sierra View CA Loc Hlth Care 4 7/1/2023		9/17/2020	108,229.00	106.30	106,299.00	0.14%	Fitch-A	669
82650PDD4	100,000.00	1.00	105,413.18	0.54	666.67	885.82	NR	1.78
Sierra View CA Loc Hlth Care 4 7/1/2024		9/17/2020	110,613.00	109.52	109,520.00	0.14%	Fitch-A	1035
82650PDE2	100,000.00	1.13	107,942.48	0.61	666.67	1,577.52	NR	2.7
Spring Creek TX Utility Dist 1 10/1/2023		2/23/2021	407,260.00	101.29	405,152.00	0.52%	S&P-AA	761
849520UZ2	400,000.00	0.30	405,815.64	0.38	2,333.33	-663.64	Moody's-A2	2.06
Stephen F Austin TX St Univ 5 10/15/2023		5/18/2020	236,193.30	109.94	230,882.40	0.29%	Moody's-A1	775
858620Y76	210,000.00	1.25	226,305.07	0.30	3,966.67	4,577.33	Fitch-AA-	2.01



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

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Date: 8/31/2021

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Texas A&M University 2.246 5/15/2022 88213AEH4	275,000.00	11/7/2017 2.05	277,315.50 275,360.66	101.41 0.25	278,863.75 1,818.64	0.35% 3,503.09	Moodys-Aaa S&P-AAA	257 0.7
Texas Public Finance Authority 0.663 2/1/2025 882669BT0	1,200,000.00	3/25/2021 0.66	1,200,000.00 1,200,000.00	99.79 0.73	1,197,420.00 663.00	1.55% -2,580.00	Moodys-Aa1 S&P-AA+	1250 3.38
Texas St Public Fin Auth Lease 0.503 2/1/2024 882669BS2	500,000.00	1/6/2021 0.40	501,565.00 501,234.13	100.13 0.45	500,630.00 209.58	0.65% -604.13	Moodys-Aa1 S&P-AA+	884 2.4
University Houston TX Revs 1 2/15/2024 914302JK1	500,000.00	4/7/2021 0.52	506,790.00 505,840.44	101.17 0.52	505,850.00 222.22	0.65% 9.56	S&P-AA NR	898 2.43
University NC Wilmington LTD 5 6/1/2024 91472TAX2	425,000.00	8/28/2020 1.00	487,543.00 470,779.84	112.77 0.33	479,264.00 5,312.50	0.61% 8,484.16	Moodys-A1 NR	1005 2.59
West Covina CA 2.318 8/1/2025 95236PGC8	725,000.00	7/30/2020 1.90	739,391.25 736,265.80	103.88 1.30	753,108.25 1,400.46	0.95% 16,842.45	S&P-A+ NR	1431 3.76
West Virginia St HSG Dev 3.622 11/1/2021 95662MG87	200,000.00	10/4/2019 1.95	206,764.00 200,552.53	100.47 0.77	200,946.00 2,414.67	0.26% 393.47	Moodys-Aaa S&P-AAA	62 0.17
Wisconsin St Hlth & Educatnl Facility 5 11/15/2 97712DHF6	250,000.00	5/15/2020 1.60	270,747.50 260,010.56	105.78 0.20	264,452.50 3,680.56	0.34% 4,441.94	S&P-AA- S&P-AAA	441 1.17
Yuba Cnty CA CTFS 4 2/1/2022 988294CC6	125,000.00	5/20/2021 0.26	128,253.75 126,949.72	101.56 0.26	126,946.25 416.67	0.16% -3.47	S&P-AA NR	154 0.42
<b>Sub Total Pooled Operating - Fixed Income</b>	<b>29,308,000.00</b>	<b>0.88</b>	<b>30,306,272.60 30,016,400.04</b>	<b>0.71</b>	<b>30,115,324.79 177,160.11</b>	<b>38.67% 98,924.75</b>		<b>742 2.71</b>
<b>Pooled Operating - Liquid Assets</b>								
LOGIC LGIP LGIP7010	6,616,418.61	4/30/2017 0.04	6,616,418.61 6,616,418.61	100.00 0.04	6,616,418.61	8.53% 0.00	NR NR	1 0
Lone Star LGIP LGIP8501	45,050.31	4/30/2017 0.01	45,050.31 45,050.31	100.00 0.01	45,050.31	0.06% 0.00	NR NR	1 0





# Odessa College Portfolio Holdings by Portfolio Name All Portfolios

65

Date: 8/31/2021

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Lone Star LGIP LGIP8501P	9,511,644.03	4/30/2017 0.08	9,511,644.03	100.00 0.08	9,511,644.03	12.26% 0.00	NR NR	1 0
TexPool - Prime LGIP LGIP0002P	3,121,487.99	4/30/2017 0.06	3,121,487.99	100.00 0.06	3,121,487.99	4.02% 0.00	NR NR	1 0
TexPool LGIP LGIP0002	6,327.12	4/30/2017 0.02	6,327.12	100.00 0.02	6,327.12	0.01% 0.00	NR NR	1 0
<b>Sub Total Pooled Operating - Liquid Assets</b>	<b>19,300,928.06</b>	<b>0.06</b>	<b>19,300,928.06</b>	<b>0.06</b>	<b>19,300,928.06</b>	<b>24.88%</b>		<b>1</b>
<b>TOTAL PORTFOLIO</b>	<b>76,860,173.48</b>	<b>0.37</b>	<b>77,568,573.52</b>	<b>0.31</b>	<b>177,160.11</b>	<b>98,924.75</b>		<b>1.05</b>