

**AGENDA OF REGULAR MEETING**  
**Odessa College Board of Trustees**  
**Tuesday, April 26, 2022, 6:30 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. **Open for Public Comment**
5. **Approval of Minutes of Regular Meeting of March 22, 2022** - Mr. Gary Johnson 2
6. **Pinning Ceremony for Police Officer Travis Simmons**
7. **Action Items:**
  - A. **Committee Reports**
    1. **Property Committee** - Dr. Tara Deaver
      - a. **Consider and Approve Purchase of Simulation EMS Equipment** 6
      - b. **Consider and Approve PSI HVAC Proposal** 10
      - c. **Consider and Approve TASB Insurance Contact** 24
    - B. **Monthly Financial Statements & Budget Amendments** - Ms. Brandy Ham 36
    - C. **Quarterly Investment Report**- Ms. Brandy Ham 40
    - D. **Consider Reappointment of Law Firm**- Mr. Gary Johnson
    - E. **Consider for Approval Proposed Chapter 312 Tax Abatement Agreement for Project CTV**- Mr. Daniel Harper 55
8. **Informational Items:**
  - A. **Education Report - Academic Partnerships Updates**- Dr. Jonathan Fuentes
  - B. **Institutional Effectiveness Report** - Ms. Ana Melendez
  - C. **Vision 2030+ Update** - Mr. Ken Zartner
  - D. **President's Report** - Dr. Gregory Williams
    1. **Spring 2022 Graduation**
    2. **Drive to Success Finale**
    3. **Student Profile**
    4. **Spring Sports**
    5. **OC Theater Production of "The Glass Menagerie"**
9. **Executive Session: Personnel - Recommendation for Administrative Appointments, Pursuant to Section 551.074 of the Texas Open Meetings Act of the Government Code**
10. **Executive Session: Personnel - Board Self- Evaluation, Pursuant to Section 551.074 of the Texas Open Meetings Act of the Government Code**
11. **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 Tuesday, March 22, 2022, in the Saulsbury Campus Center, Zant Community Room, with the following:

Present

Dr. Tara Deaver  
Gary Johnson  
Bruce Shearer  
Trudy Lewis  
Hortencia Del Bosque  
Laci Harris  
Montie Garner

Absent

J. E. "Coach" Pressly

Meeting was called to order by Board of Trustees Chair, Mr. Gary Johnson, at 6:33 p.m.

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

Mr. Gary Johnson led the group in the pledges.

**Introduction of Student Government Association**

Becky Gardner, Director of Student Life, introduced the executive members of the Student Government Association.

**Introduction of New Employees**

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

Magnum Cates  
Isela Maldonado  
Nick Mudd  
Dr. Lynn Myers  
Autumn Zimmerman

**Approval of Minutes of Work Session of February 25, 2022**

Ms. Laci Harris moved, seconded by Dr. Tara Deaver, to approve the minutes of the Work Session of February 25, 2022.

Motion passed unanimously.

**Approval of Minutes of Regular Meeting of February 28, 2022**

Mr. Bruce Shearer moved, seconded by Ms. Montie Garner, to approve the minutes of the Regular Meeting of February 28, 2022.

Motion passed unanimously.

## **Committee Reports**

### **1. Property Committee**

#### **a. Consider and Approve Proposals for the Wood Health Sciences Building**

Dr. Tara Deaver, Committee Chair, stated that the property committee recently met to review the proposals for the Wood Health Sciences building. She shared the property committee reviewed the details of the bids and unanimously voted to move forward with MW builders. Cruz Castillo, JSA architect joined to share his positive experiences with MW builders. The bid from MW builders came in at \$26,877,000. If approved, construction would begin as early as May 2022 with this construction organization.

Dr. Tara Deaver moved, seconded by Ms. Trudy Lewis, to approve the proposed bid from MW Builder for the Wood Health Sciences Building.

Motion passed unanimously

## **Monthly Financial Statements & Budget Amendments**

Ms. Brandy Ham, Chief Financial Officer, 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 Dr. Tara Deaver, to approve the Monthly Financial Statements and Budget Amendments.

Motion passed unanimously.

## **Annual Report on Information Collected under the Odessa College Police Department's Policy on Racial Profiling**

Ms. Kim McKay, Vice President of Student Services and Enrollment Management joined to report the information collected under the Odessa College Police Department's Policy on Racial Profiling. In the previous year there were 34 traffic stops, 65% of these stops being on streets adjacent to campus. Of these stops 13% the race was known prior to the stop and no searches were conducted and no arrests were made.

## **Education Report: Odessa College Promise Program**

Mr. Robert Rivas, Chief of Staff, joined to share the details of the Odessa College Promise Program. Mr. Rivas shared that the goals of the OC Promise Program are to increase the college going and college completing rates while making college more affordable and accessible to students. Mr. Rivas reminded the Board that this is not a new goal for the institution that Odessa College has been working to make college more affordable for years. Programs such as first class free and OC Select were highlighted that are already being utilized to help students through the process. Mr. Rivas shared with the board the institution challenged themselves to combine all of these efforts into 1 program and package it similarly to incentive programs one might see within airlines. The 4 tiers of the OC Promise Program will include OC Blue,<sup>3</sup> OC White, Mustang, Wrangler. Each level has increased

benefits as well as higher expectations for students. OC White benefits will include first class free, free tutoring, athletic events, auto registration, sports center access, free cap and gown. OC Blue level benefits will include tuition discount, Drive to Success multiplier of 1.5, completion bonus, priority financial aid. Mustang level benefits include Promise Scholar regalia, +1 at the sports center, Drive to Success multiplier of 2. Wrangler level benefits will include Full standard tuition and fees paid, Drive to Success multiplier of 2. Mr. Gary Johnson shared this item did not need a board vote but he would like to endorse this program as a board. The board voiced endorsement for the full Promise Program unanimously.

### **Institutional Effectiveness Report**

Ms. Kim McKay reminded the board last month the admin team began sharing a student profile with the board and would continue to do so for the upcoming months. Ms. McKay shared an additional student profile to the board and continued to share the Spring enrollment trends showing enrollment for Spring 2022 is currently 7575 compared to 6387 in Spring 2021. From Spring 2020 to Spring 2022 Odessa College has seen a 22% increase in enrollment. Ms. McKay remind the group that typically enrollment dips a bit in the spring semester and that the average is a 9% decrease and for Fall 20221 to Spring 2022 Odessa College saw a 5% decrease.

### **Vision 2030+**

Mr. Ken Zartner, Vice President of Administrative Services, joined to give updates for the ongoing construction on campus including the completion of the track at the James Segrest Stadium and the Human Resources Transformation and move.

### **President's Report**

Dr. Williams began with thanking the Board for their service to Odessa College and reminded the group that Odessa College is a special place.

### **Men's Basketball Team**

The Odessa College Men's Basketball team finished the 21-22 season in the Elite Eight at the NJCAA D1 National Tournament in Hutchinson, KS. Odessa received an at large bid to the tournament and was the #8 seed. The Wranglers defeated #9 Shelton State 89-82 in their first-round game before falling at the buzzer to #1 Salt Lake Community College 68-66 in the elite eight. This was the third trip in four years for the Men's Basketball Team under Head Coach Kris "Bucket" Baumann. Odessa College ended the season with a 28-7 overall record and a perfect 16-0 WJACAC Conference record, the first in school history.

### **Odessa College to Host Wrangler Moves Community Walk**

Odessa College will host the Wrangler Moves 2022 event at the Wrangler Trails Saturday, March 26th. The campus will celebrate fitness and National Nutrition Month. The event will include walking Wrangler Trails, fitness classes, kid's activities, and countless giveaways

### **Sports Center Summer Camps Open for Registration**

The Odessa College Sports Center opened registration for Summer Camps 2022 season. Camps will include Archery, Basketball, Zombie Preparedness, Camp Runamuckus, Fab Lab Academy and more.

### **Odessa College to Host Special Olympics**

March 26th, Odessa College will host the 2022 Special Olympics Texas Permian Basin and Big Bend Area 18 Basketball Competition. Teams from all over the Basin will attend to compete in their first

basketball competition in over 2 years and events will include 5v5 and 3v3 games, and Individual and Team Skills Competitions.

**Adjournment**

The meeting was adjourned at 7:28 p.m.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

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# Board Report Form

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## **Project Title**

Wood Health Sciences Building-Simulation Technology

## **Project Lead (name)**

Dr. Tramaine Anderson, Vice President of Instruction, Allisa Cornelius Dean School of Health Sciences

## **Summary**

The use of simulation technology (SimulationIQ) for Odessa College Health Sciences students will be used to meet the demands of the 21st-century health profession skills and competencies in a safe and experiential environment. The state-of-the-art technology part of the simulation hospital provides:

- Opportunities for utilizing real-world scenarios
- Providing opportunities for decision-making
- Team building skills
- Critical thinking skills

The support from the system is necessary to effectively use simulation spaces for our students and stakeholders.

## **Rationale**

### **Project Value**

With the use of the SimulationIQ technology, the simulation hospital will be one of the most uniquely equipped educational practicum sites within the Permian Basin region. The simulation hospital will provide a collaborative environment for Continuing Education and students enrolled in the Associate of Applied Science programs. The space, technology, and comprehensive instructional practice and curriculum will emulate current patient care practices in the emergency and operation room, labor and delivery, nursery, physical therapy, and radiological technology, along with the inclusion of simulation patient rooms for a doctor's office and primary care patient rooms. There is additional value in the opportunities for collaboration with our industry partners and other health programs across the state to be a part of our simulation spaces.

### **Expected Outcomes**

- Develop health sciences students' knowledge and skills in their respective health sciences program
- Prepare students for dynamic, complex and unanticipated medical situations in a safe and controlled learning environment
- Ensures that students gain clinical experience and enhance efficacy of the learning process

### **Implementation Rationale**

Using the SimulationIQ enterprise system is a technique that will amplify real experiences with guided-immersive health professional practices.

## **Vision 2030+**

*Which of the Vision 2030+ Priorities does your project support?*

☒ **Health Careers Education**

☐ **Teacher Education and Transfer Programs**

☒ **Workforce Training and Education**

☐ **Community and Wellness**

☒ **Campus Infrastructure**

### **Timeline/ Implementation**

Project use will begin at the completion of the Wood Health Sciences Building. Install can happen in phases throughout the building phases or all at once after construction is completed. There will be on site training and installation days 2-5 at the time agreed upon by Odessa College, contractors and the simulation vendor.

### **Return on Investment**

- **Direct Value**—Benefit of simulation in training users/SIM Coordinator includes time savings on hours developing scenarios and scheduling events with a variety of simulated programs can be met with the EMS/Simulation IQ enterprise package
- **Social Value**—Benefits the Permian Basin region with the inclusion of access to practicum and clinical opportunities for all health sciences programs including: nursing, radiologic technology, surgical technology, Physical Therapy Assistant, and Emergency Medical Services, and other upcoming health professional programs when there has been a shortage of access to practicum and clinical opportunities.
- **Financial Value**—Increase in the number of students that graduate with a certificate and or degree from one of the health sciences programs.
- **Strategic Value**—Creating a culture of patient care safety. The goal is for Odessa College health sciences students to be the most prepared for meeting the needs of the workforce.

### **Resources**

*What resources (human, fiscal, physical, etc.) will this require? If bids were received list here.*

Simulation IQ-Enterprise \$831,440 (equipment, install, + year 1 product support)

Silver Care-\$75,480/year 2-5 product support

Gold Care-\$110,520/year 2-5 product support

### **FAQ**

**What other institutions, including community colleges and universities with health sciences programs similar as Odessa College are using this system?**

**Simulation IQ is used across the country in some of the state of the art simulation centers.**

**Some of the community college users include:**

- Houston Community College\*
- El Paso Community College
- Galveston College School of Nursing
- Del Mar College School of Nursing\*
- Lone Star College- Tomball\*
- Midland College- Fort Stockton

*\*represents schools that have given feedback on usage of EMS*

**Some of the larger scale simulation centers that utilize this product, include:**

- University of North Texas Health Sciences Center\*
- Texas Tech University Health Sciences Center- Odessa Texas\*
- Texas A&M Health Sciences Center
- University of Texas Health Center- Tyler
- Texas Southern University\*
- University of Texas El Paso School of Nursing

*\*Represents a site toured by the team.*

**Yearly costs, maintenance and software upgrades, will the system have to be replaced?**

- Yearly cost after year 5 of the cloud subscription is \$90,000
- Support package costs after year 5 carries depending on the level of support purchased.
  - Range \$18,870 (silver) - \$27, 630 (gold)

**What is Odessa College currently using as far as simulation equipment now, and how will this be different from what we have at this time?**

- Currently the simulation lab used SimCapture from Laerdal. This is also a cloud based software that functions very similar to SimIQ Enterprise. SimCapture has recently been acquired by Laerdal (previously BLine). Laerdal has traditionally been a Manniquin vendor, only recently (last 3 years) acquired the ownership of simulation AV software and equipment.
- SimCapture is not full turn key, as SimIQ Enterprise. The support is not of the same caliber as SimIQ. SimCapture does not interface with all simulation mannequins, as SimCapture. SimCapture does not have the standardized patient platform as SimCapture does. The reporting and data capabilities is inferior in SimCapture compared to SimIQ. SimIQ has inventory and scheduling capabilities above and beyond that of SimCapture.

**Why do we need this whole equipment? What we are using now, why would this not currently work in the new building?**

- With the additional spaces we are adding in the Wood HSB, it will be imperative for us to have a system that supports the structure and function of all the spaces. SimIQ offers automation options for sessions, that SimCapture does not offer. SimIQ offers unparalleled support and training that is equally unparalleled. The opportunities to have the premier simulation software in a premier health care training facility in the area will continue to bring students, faculty, industry partners and other collaboration opportunities for years to come.



## SIMULATIONIQ™ PRICING PROPOSAL

Description	Enterprise Annual Pricing	Enterprise 5 Year Cost
<b>Cloud Software</b>		
SIMULATIONIQ™ Enterprise Cloud - 5 Year (60 Months) Term	\$90,000.00	\$450,000.00
Training – 1 on-site visit		\$10,000.00
<b>Site Survey – 1 Day</b>		\$5,010.00
<b>AV Hardware</b>		
Subtotal Equipment & Site Survey		\$128,635.00
Wiring/Engineering/Shipping/Labor		\$54,450.00
Labor & Install		\$87,005.00
<b>Total AV HW, Wiring, Labor, Install</b>		<b>\$270,090.00</b>
Server Room		\$96,340.00
<b>TOTAL PRICING</b>		<b>\$831,440.00</b>
<i>Premier Client Discount</i>		<i>\$75,000.00</i>
<b>Additional Functionality Provided by EMS</b>		
TIM/Mobile Units – 2 Mobile Units		\$22,190.00
TotalCAREiQ Support – Silver Package (Years 2-5)	\$18,870.00	\$75,480.00
<b>SIMULATIONIQ™ System Total</b>		<b>\$854,110.00</b>

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*Please note: Cloud software and storage is charged annually; the first year is included in the total. The annual subscription includes 13.5 TB storage with 2.7 TB Streaming per month for the SIMULATIONIQ Enterprise solution, or 3.1 TB storage with 1.5 TB Streaming per month for the SIMULATIONIQ CORE solution. Additional storage is available in 500GB increments for an additional charge of \$50 per month. Additional video streaming in 500GB increments is available for an additional charge of \$100 per month.*



# PSI Overview



- ✓ Established in 1998
- ✓ **Guaranteed** Energy Savings Contracts and Design-Build Public Sector Projects
- ✓ Vendor Neutral
- ✓ 500+ projects (\$1.8B+) completed
- ✓ 140+ Energy Star® certified buildings
- ✓ 260 Employees – Professional Engineers and Construction Professionals

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# Legislation & Procurement



[Tab V - 5 -](#)  
[\\_TEC\\_44\\_901\\_Performance](#)  
[\\_Contracts.pdf \(esc1.net\)](#)



Contract #170103

# Project References



# VISION

## GOALS

Provide First Class Amenities

Foster a clean environment

Upgrade Infrastructure

Increase Energy Efficiency

Plan for Growth

Modernize to Current Technologies

Admin

Finance

Facilities

Board of  
Trustees

# PROJECT VISION

GOAL	SUGGESTED ACTION
Provide First Class Amenities	<ul style="list-style-type: none"> <li>• <b>Sports Center:</b> <ul style="list-style-type: none"> <li>• Replace Natatorium AHU</li> <li>• Replace Pool Equipment</li> <li>• Replace or Renovate Natatorium Windows</li> </ul> </li> <li>• Install Sports Venue Lighting</li> </ul>
Foster a clean environment	<ul style="list-style-type: none"> <li>• Replace/Renovate/Optimize HVAC</li> <li>• Install IAQ Demonstration</li> <li>• Install Solar PV Array</li> </ul>
Upgrade Infrastructure	<ul style="list-style-type: none"> <li>• Replace/Renovate/Optimize HVAC</li> <li>• Expand Chiller Plant and Build New East Chiller Plant</li> <li>• Replace IT Generator</li> <li>• Power Quality Improvements</li> </ul>
Increase Energy Efficiency	<ul style="list-style-type: none"> <li>• LED Lighting Upgrades</li> <li>• Water Efficiency Upgrades</li> <li>• Replace/Renovate/Optimize HVAC</li> <li>• Power Quality Improvements</li> <li>• Install Energy Management Tools</li> </ul>
Plan for Growth	<ul style="list-style-type: none"> <li>• Expand Chiller Plant and Build New East Chiller Plant</li> </ul>

# PROJECT VISION

GOAL	SUGGESTED ACTION
Provide First Class Amenities	<ul style="list-style-type: none"> <li>• <b>Sports Center</b> <ul style="list-style-type: none"> <li>• Replace Natatorium AHU</li> <li>• Replace Pool Equipment</li> <li>• Replace or Renovate Natatorium Windows</li> </ul> </li> <li>• Install Sports Venue Lighting</li> </ul>
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# Proposed Scope of Work



## 1) Replace HVAC Terminal Boxes in Sports Center

- Fan-powered box and control valve selection for (41) new boxes
- Airflow design and sequence of operations
- Replace (41) fan-powered boxes on 3 floors and hot water control valves
- After box replacement, perform air balance check at registers at design airflow
- 1 new VFD on basement AHU, with static pressure speed control
- Add static pressure speed control on (2) VFDs on existing AHUs on mezzanine above mech room
- (Controls by Honeywell under direct contract to the College)



## 2) LED Lighting – Sports Center and (3) Parking Lots

- General interior lighting - New LED Type B lamps (integral driver)
- New LED high bay fixtures in the gyms and natatorium
- Occupancy sensor controls in community gyms
- Additional fixtures in natatorium to increase illumination levels over pool and around south and west perimeter (area under the glass)
- Replace pole lamp heads in east, west & south parking lots w/LED heads

# Project Financial Performance

Odessa College		ANNUAL SAVINGS							Project Cost (\$)	Payback (yrs.)	Estimated Project Lifetime (yrs.)
UCRM #	UCRM Title	Electric Energy (kWh/yr)	Demand (kW/yr)	Electric (\$/yr)	Natural Gas (MMBtu/yr)	Natural Gas (\$/yr)	O&M Savings	Annual Capital Cost Avoidance			
1	Replace Terminal Boxes	121,751	166.8	\$6,653	94.9	\$361	\$8,000	\$41,935	\$629,027	11.0	20
2	LED Lighting Retrofits	192,143	301.0	\$12,754	0	\$0	\$4,000	\$0	\$281,955	16.8	20
	Totals	313,894	468	\$19,407	95	\$361	\$12,000	\$41,935	\$910,982	12.4	
Investment Grade Audit Cost		\$19,000	Included in above costs								
Annual Project Cost Savings to Owner		\$31,768	Energy Savings and O&M Cost Reduction.								
Construction Bonding Cost		\$12,561	Included in above costs								
Annual Capital Cost Avoidance		\$41,935	Includes value of avoided capital expenditure to replace terminal boxes, spread over 15 years								
IMPLEMENTATION TOTALS		\$910,982									
Annual M&V Service Cost		N/A									
Non-Energy Savings (Lighting & HVAC O&M)		\$12,000	Shown above								
Technical Support Fee		\$31,900	Included in above costs								

# Process

YOU  
ARE  
HERE

## Preliminary Utility Audit

- Identify Existing Conditions
- Energy Benchmarking
- Preliminary UCRMs
- Preliminary Project Scope & Economics

✓ Project Development

## Investment Grade Audit

- Refine Existing Conditions
- Establish Utility Baselines
- Improvement List
- Final Pricing
- Final Savings
- M&V Plan

✓ Project Development  
✓ Engineering  
✓ Subcontractors  
✓ Construction

## Implementation

- Subcontracting
- Project Schedule
- Project Management
- Closeout & Commissioning
- Training
- Begin M&V

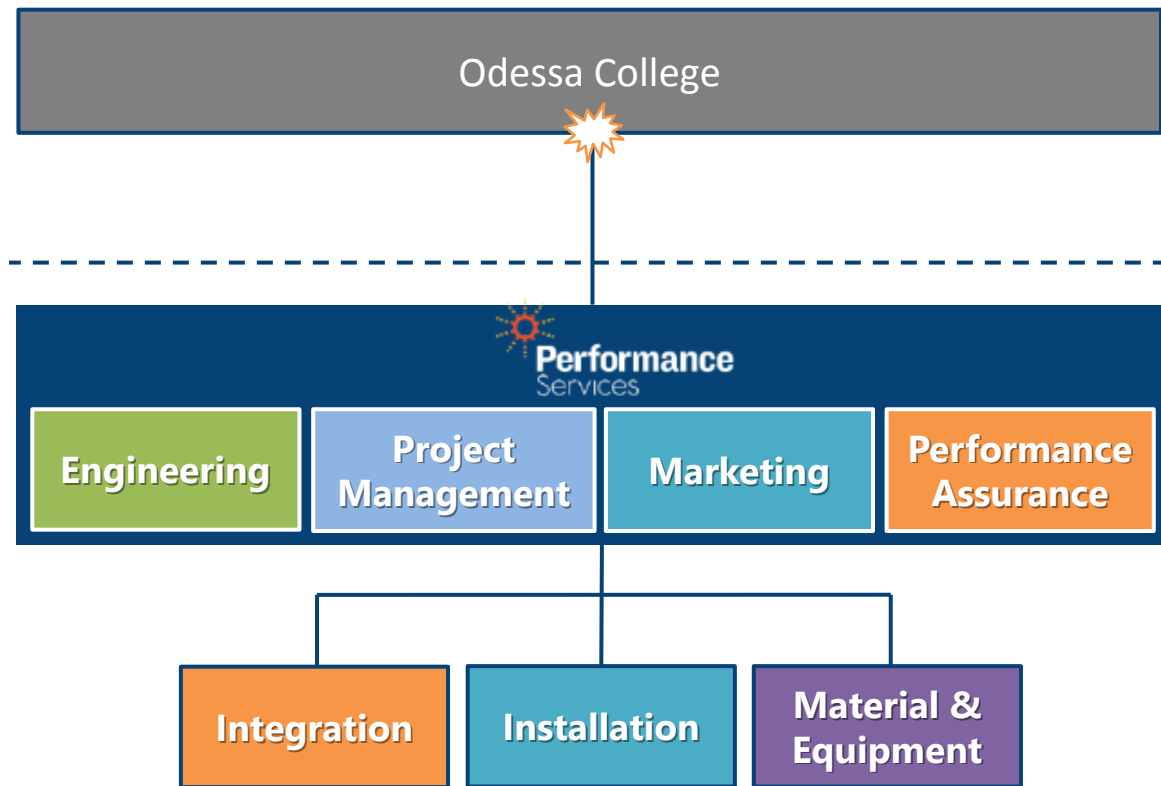
✓ Construction  
✓ Engineering  
✓ Sub-contractors  
✓ Commissioning  
✓ M&V Team

## M&V

- Monitoring
- Measurement and Verification
- M&V Reporting
- Staff Training

✓ M&V Team

# Delivery Method



- Open Book Pricing
- Integrated Design & Delivery with Single Point of Contact
- Low interest financing with deferred payment option
- Marketing & Integration Support
- Guaranteed Cost, no change orders to approved scope
- Procurement through TIPS

# IGA Deliverable



## What to Expect

- Ongoing interaction with PSI during the IGA to consider options and provide direction to PSI.
- Detailed scope, cost and financial performance of final selected project.
- Backup data and methodology of all savings calculations for 3<sup>rd</sup> party engineer's review
- Turnkey delivery of preferred solution
- Savings guarantee
- Ongoing measurement and verification of savings

# Next Steps



## 1) Complete IGA

- Review IGA and finalize scope and contract value (\$910,982)
- Prepare for Committee & Board meetings
- Begin third party engineering review of IGA Report ASAP

## 2) Final Contract Approval



- Property Committee Approval 3/22/22 (verify date)
- Board approval 3/22/22
- Execute contract; target 3/25/22

## 3) Construction

- Approve mech & lighting submittals by 4/6/22 and order materials
- Mobilize installation for 8/1/22 completion







March 1, 2022

Dr. Gregory Williams  
Odessa College  
[gwilliams@odessa.edu](mailto:gwilliams@odessa.edu)

### **Participation in TASB Risk Management Fund Coverage Programs**

Dear Dr. Williams:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between Odessa College and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) no later than May 13, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very





proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano".

Dubravka H. Romano  
Associate Executive Director  
Risk Management Services  
Texas Association of School Boards, Inc.

CC: Ken Zartner  
Jacqueline Spencer ([Jacqueline.Spencer@tasb.org](mailto:Jacqueline.Spencer@tasb.org))

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement

## **TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions**

### **What is the IPA?**

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

### **Does the IPA require Board approval?**

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

### **What is the effective date of the IPA?**

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

### **Why is the IPA Changing?**

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### **What are the specific changes to the IPA?**

A thorough explanation of the changes is included in this document on the following page.

### **Can my organization make changes to the IPA?**

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

### **What if my organization doesn't agree to the terms of the new IPA?**

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

### **Who can I contact for additional information?**

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at [paul.taylor@tasb.org](mailto:paul.taylor@tasb.org).

### **What are the steps for signing and returning the IPA?**

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) no later than May 13<sup>th</sup>, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

## Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

### Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

### **Revisions to Dispute Resolution provisions:**

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

## TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
  - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
    - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
    - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

## 5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

## 8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

## 9. Administration of Claims.

The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

## 10. Excess Coverage/Reinsurance.

The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

## 11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

## 12. Appeals.

Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

## 13. Bylaws, Policies, and Procedures.

Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

## 14. Payments.

Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.



15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
  - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

**Waiver and Estoppel.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

**Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
  - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
  - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
  - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
  - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Odessa College**

By: \_\_\_\_\_

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

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

\_\_\_\_\_

Date approved by Fund Member's Board of Trustees: \_\_\_\_\_

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**For TASB Risk Management Fund Use Only**

**For TASB RISK MANAGEMENT FUND:**

By: \_\_\_\_\_

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

Chair, TASB Risk Management Fund Board of Trustees

**ODESSA COLLEGE**  
**BUDGET COMPARISON STATEMENT**  
**CURRENT UNRESTRICTED INCOME & EXPENDITURES**  
**March 31, 2022 and 2021**

	THROUGH MARCH 2022	TOTAL BUDGET 2021-2022	PERCENT OF BUDGET	THROUGH MARCH 2021	TOTAL BUDGET 2020-2021	PERCENT OF BUDGET
<b>Revenues:</b>						
State Appropriation	5,166,263	9,840,503	52.5%	5,063,066	9,641,570	52.5%
Ad Valorem Taxes	25,031,365	26,735,000	93.6%	23,951,743	25,730,000	93.1%
Tuition and Fees - Credit	13,485,894	11,775,628	114.5%	11,557,413	11,282,133	102.4%
Tuition and Fees - Non Credit	1,123,436	1,959,785	57.3%	961,780	1,769,768	54.3%
Federal Grants & Contracts	11,100	15,000	74.0%	670	13,000	5.2%
Other Income	407,189	1,009,710	40.3%	329,907	1,109,754	29.7%
Gift Income	31,860	52,000	61.3%	82,428	77,540	106.3%
Investment Income	182,089	275,000	66.2%	90,382	330,000	27.4%
Total Revenues	45,439,196	51,662,626	88.0%	42,037,389	49,953,765	84.2%
<b>Salaries and Benefits:</b>						
General Administration	1,236,568	2,176,658	56.8%	1,192,182	2,186,138	54.5%
Student Services	1,251,189	2,381,181	52.5%	1,125,067	2,225,585	50.6%
General Institutional	1,920,262	3,674,654	52.3%	1,644,699	3,426,814	48.0%
Instruction	7,758,231	14,280,910	54.3%	7,585,546	13,707,719	55.3%
Instructional Support	2,011,644	4,362,493	46.1%	2,040,448	3,928,560	51.9%
Public Service	303,597	707,754	42.9%	316,274	705,333	44.8%
Physical Plant	589,525	1,122,409	52.5%	620,930	1,096,385	56.6%
Staff Benefits	3,194,701	5,770,700	55.4%	3,244,896	5,815,375	55.8%
Total Payroll	18,265,717	34,476,759	53.0%	17,770,042	33,091,909	53.7%
<b>Other Operating Expenditures:</b>						
General Administration	259,723	386,326	67.2%	205,312	406,365	50.5%
Student Services	309,679	595,520	52.0%	338,722	585,613	57.8%
General Institutional	2,267,139	4,091,201	55.4%	2,245,986	4,061,667	55.3%
Instruction	407,067	1,023,280	39.8%	442,281	1,030,135	42.9%
Instructional Support	337,952	660,175	51.2%	323,991	609,830	53.1%
Public Service	62,373	138,967	44.9%	79,903	132,624	60.2%
Physical Plant Operations	1,542,817	1,997,200	77.2%	1,415,365	1,857,654	76.2%
Utilities	684,956	1,143,659	59.9%	680,626	1,127,783	60.4%
Scholarships & Allowances	1,467,953	1,789,000	82.1%	1,197,444	1,659,000	72.2%
	7,339,659	11,825,328	62.1%	6,929,630	11,470,671	60.4%
<b>Transfers In:</b>						
Bookstore Profit (Loss)	-	60,000	0.0%	48	60,000	0.1%
OER Reserve Fund	58,333	100,000	58.3%	58,333	100,000	n/a
Other Auxiliary Profit (Loss)	(166,480)	(88,764)	n/a	(40,592)	(455,126)	n/a
Investment Income - Plant Funds	-	20,000	0.0%	-	20,000	0.0%
Total Transfers In	(108,147)	91,236	-118.5%	17,789	(275,126)	-6.5%
<b>Transfers Out:</b>						
Tuition for TPEG Scholarships	407,911	465,000	87.7%	495,316	465,000	106.5%
To Technology Replacement Fund	64,553	450,000	14.3%	103,103	200,000	51.6%
To Plant Renew/Replace Fund	137,081	600,000	22.8%	197,640	600,000	32.9%
To Construction Funds	1,458,333	2,500,000	58.3%	1,362,083	2,585,000	52.7%
Athletics Subsidy	988,115	1,408,238	70.2%	813,430	1,264,934	64.3%
Other Transfers	90,000	28,537	315.4%	-	1,125	0.0%
Total Transfers Out	3,145,993	5,451,775	57.7%	2,971,572	5,116,059	58.1%
<b>Excess of Revenues over Expenditures and Transfers</b>	16,579,680	-		14,383,934	-	

**ODESSA COLLEGE**  
**BUDGET ADJUSTMENTS**  
**April 26, 2022**

**GENERAL CONTINGENCY EXPENDITURES (11-10390-5388)**

Original Budget, September 1, 2021	\$ 550,000
Approved Adjustments, February 28, 2022	(77,041)
Proposed Adjustments, April 26, 2022	0
Balance Remaining for General Contingencies	<u>\$ 472,959</u>

**INCREASES (DECREASES) IN INCOME BUDGETS**

None	-
	<u>          </u>
	\$ <u>          </u>
	\$ <u>          </u>

**INCREASES (DECREASES) IN EXPENDITURE BUDGETS**

None	-
	<u>          </u>
	\$ <u>          </u>

**EXPENDITURE VOUCHERS EXCEEDING \$10,000**  
**Mar 11, 2022 - Apr 18, 2022**

03/23/2022	NRG Energy, Inc.	Electric Utilities - February	\$55,543.34
03/23/2022	City of Odessa	Water & Sewer Utilities - February	\$16,654.91
03/23/2022	Odessa College	ECISD Dual Credit Scholarships	\$50,000.00
03/23/2022	Great Western Dining, Inc.	Meal Charges (Week ending 02/23/22 through 03/02/2022)	\$47,966.54
03/23/2022	Ellucian Company, L.P.	Annual Maintenance Renewal	\$28,554.00
03/23/2022	Atlas Rearden Inc.	Window Washing Campus Wide	\$17,340.61
03/23/2022	First Service AC Contractors Inc	Sedate Hall Air Handler Repairs	\$13,661.21
03/23/2022	Atmos Energy	Gas Utilities -February	\$33,086.03
03/30/2022	Great Western Dining, Inc.	Meal Charges (Week ending 03/09/22 through 03/16/2022)	\$36,650.34
03/30/2022	Busted Wire Ranch Services, Llc	100 Round Bales of Hay	\$11,500.00
04/06/2022	TDIndustries, Inc.	Sports Center Lighting	\$63,791.00
04/06/2022	Cummins Southern Plains, Llc	Spur Building Generator Repairs	\$14,580.99
04/06/2022	GCA Services Group	Custodial Services - March	\$67,454.70
04/06/2022	Dude Solutions, Inc.	Work Order Annual Software Renewal	\$15,842.00
04/06/2022	Great Western Dining, Inc.	Meal Charges (Week ending 03/23/22 through 03/31/2022)	\$40,783.48
04/06/2022	JSA Architects	Wood HSB Bidding Phase 100% Complete	\$61,875.00
04/06/2022	JSA Architects	OC Downtown Construction Documents 75% Complete	\$54,140.25
04/13/2022	Commercial Food Service	Convection Steamer	\$20,069.00
04/13/2022	Honeywell, Inc.	Building Automation Maintenance Agreement	\$12,302.29
04/13/2022	TouchNet Information Systems, Inc.	Point of Sale Machines (2) and Card Readers (7) for the Cafeteria	\$45,279.10
04/13/2022	Atmos Energy	Gas Utilities -March	\$25,055.37
04/13/2022	City of Odessa	Water & Sewer Utilities - March	\$22,302.18
04/14/2022	Snap-On Industrial	MSRment Certification Kit V2 (Perkins Grant Funded)	\$36,870.50
04/14/2022	Vinson Process Controls	6 Educational Meters for Energy Technology (Private Grant Funded)	\$32,334.00

**VISION 2030 SUMMARY TO DATE**  
Through 04/19/2022

**Expended Funds**

Admin Fees	\$	48,100.00
Terrace Apartments	\$	897,662.29
Health Science Building	\$	2,149,307.81
RA Pavilion	\$	90,717.16
Wilkerson Hall Phase II	\$	22,957.50
Parking Improvements	\$	1,387.50
Pedestrian Bridge	\$	22,050.00
Track & Field	\$	1,619,047.66
Amphitheater Shade	\$	3,970.00
Student Housing	\$	12,032.50
Downtown Odessa	\$	162,020.75
ECHS Remodel	\$	2,790.00
	\$	5,032,043.17

**VISION 2030 CONSTRUCTION EXPENDITURES**  
March 12, 2022 - April 19, 2022

<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		\$	897,362.29
03/18/2022	Vanco Insulation Abatement In Fence Rental		300.00	\$	300.00
		<b>Total Expenditures to Date</b>		\$	<b>897,662.29</b>
<b>Health Science Building</b>					
		Previous Expenditures		\$	2,087,132.81
04/01/2022	JSA Architects	Bidding Phase (100% Complete)	61,875.00		
03/18/2022	Vanco Insulation Abatement In Fence Rental		300.00		62,175.00
		<b>Total Expenditures to Date</b>		\$	<b>2,149,307.81</b>
<b>Track &amp; Field</b>					
		Previous Expenditures		\$	1,612,601.52
03/18/2022	Vanco Insulation Abatement In Fence Rental		1,300.00		
03/01/2022	B&H Photo Video	3 Network Security Cameras	5,146.14	\$	6,446.14
		<b>Total Expenditures to Date</b>		\$	<b>1,619,047.66</b>
<b>Downtown Odessa</b>					
		Previous Expenditures		\$	107,880.50
04/01/2022	JSA Architects	Construction Documents Phase (75% Complete)	54,140.25		
		<b>Total Expenditures to Date</b>		\$	<b>54,140.25</b>
		<b>Total Expenditures to Date</b>		\$	<b>162,020.75</b>



**ODESSA COLLEGE**  
**QUARTERLY INVESTMENT REPORT**  
Quarter Ending: February 28, 2022



**TEXAS PUBLIC FUNDS INVESTMENT ACT**

To the best of my knowledge, the investment portfolio of the District, at February 28, 2022, 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	2,483,000.00	2,041,922.00	00.00	2.53	1.04	1,469
Corporate Bonds	11,000,000.00	11,018,440.00	11,340,217.75	11.57	1.09	1,242
Muni Bonds	32,970,000.00	33,160,642.65	33,634,591.20	34.31	0.97	788
Public LGIP	34,406,300.49	34,406,300.49	34,406,300.49	35.10	0.12	1
U S Treasuries	2,000,000.00	2,029,493.00	2,062,924.81	2.10	0.56	715
US Agency	14,100,000.00	13,863,714.00	14,102,892.73	14.39	1.17	1,311
<b>Total / Average</b>	<b>96,959,300.49</b>	<b>96,899,569.42</b>	<b>98,029,926.98</b>	<b>100.00</b>	<b>0.71</b>	<b>648</b>

Brandy Ham, Chief Financial Officer

04/19/2022

Date

Kristi Gibbs, Controller

04/19/2022

Date



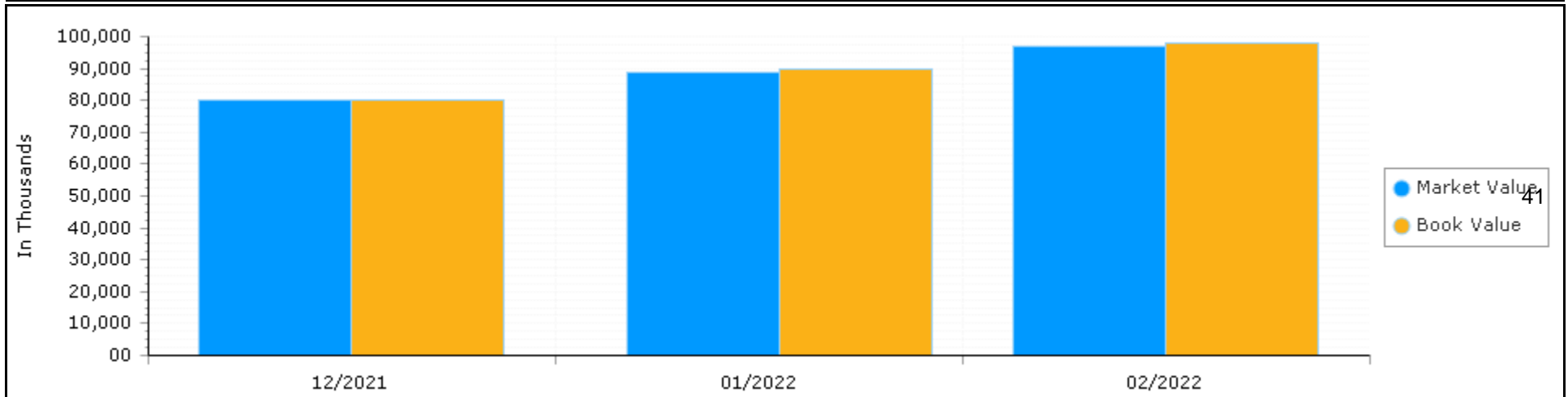


# Odessa College Portfolio Summary by Month All Portfolios

Begin Date: 12/31/2021, End Date: 2/28/2022

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	YTM @ Market	Duration	Days To Maturity
12/31/2021	80,049,137.76	80,333,872.11	-284,734.35	0.61	0.72	1.71	645
1/31/2022	88,732,312.81	89,562,839.72	-830,526.91	0.65	0.99	1.73	657
2/28/2022	96,899,569.42	98,029,926.98	-1,130,357.56	0.71	1.17	1.71	646
<b>Total / Average</b>	<b>88,560,340.00</b>	<b>89,308,879.60</b>	<b>-748,539.61</b>	<b>0.66</b>	<b>0.97</b>	<b>1.72</b>	<b>649</b>

## Market Value / Book Value Comparison





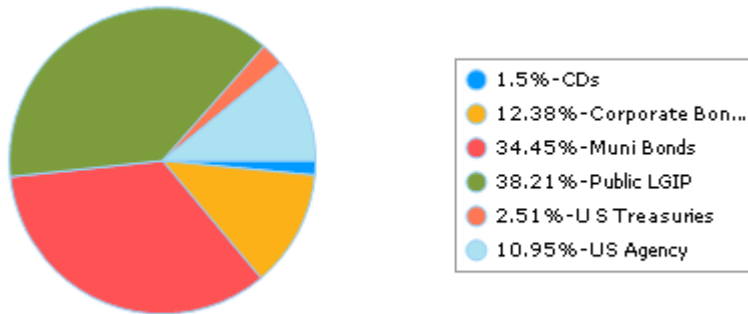
# Odessa College Distribution by Asset Class - Market Value All Portfolios

Begin Date: 11/30/2021, End Date: 2/28/2022

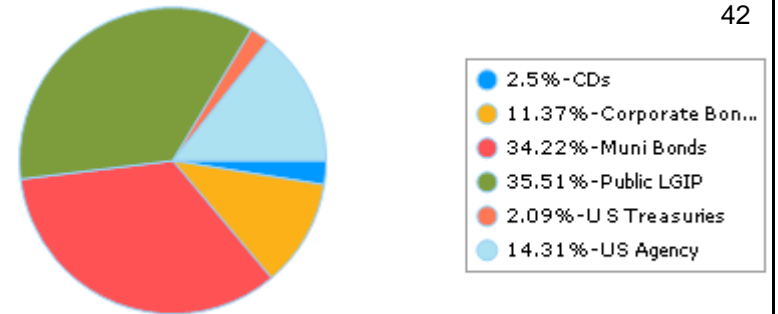
## Asset Class Allocation

Asset Class	Market Value 11/30/2021	% of Portfolio 11/30/2021	Market Value 2/28/2022	% of Portfolio 2/28/2022
CDs	1,239,109.04	1.50	2,420,979.28	2.50
Corporate Bonds	10,225,062.00	12.38	11,018,440.00	11.37
Muni Bonds	28,454,487.45	34.45	33,160,642.65	34.22
Public LGIP	31,557,362.93	38.21	34,406,300.49	35.51
U S Treasuries	2,070,039.00	2.51	2,029,493.00	2.09
US Agency	9,044,051.90	10.95	13,863,714.00	14.31
<b>Total / Average</b>	<b>82,590,112.32</b>	<b>100.00</b>	<b>96,899,569.42</b>	<b>100.00</b>

## Portfolio Holdings as of 11/30/2021



## Portfolio Holdings as of 2/28/2022





# Odessa College

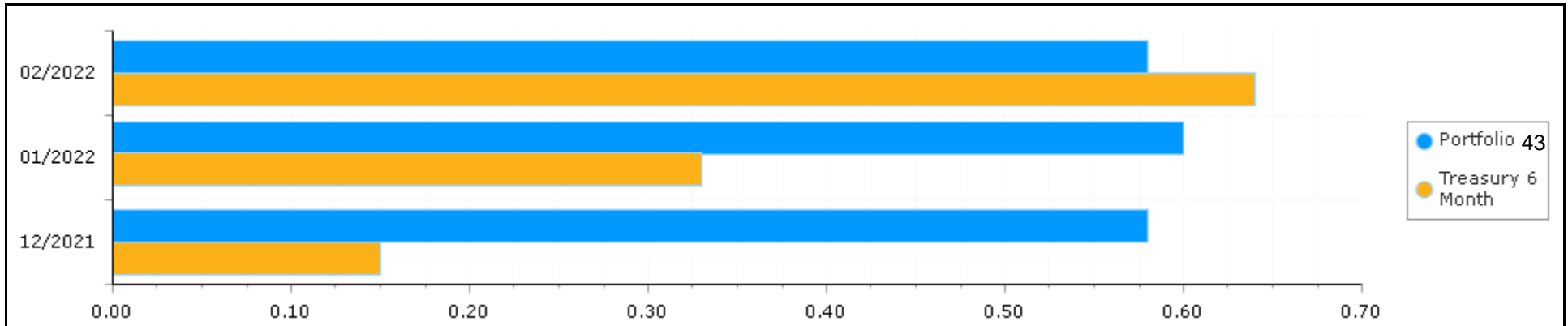
## Total Rate of Return - Book Value by Month

### All Portfolios

Begin Date: 12/31/2021, End Date: 2/28/2022

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 6 Month
12/31/2021	83,012,507.41	40,724.73	0.00	40,724.73	84,036,559.42	0.05	0.58	0.15
1/31/2022	80,586,248.50	41,686.10	0.00	41,686.10	83,319,581.63	0.05	0.60	0.33
2/28/2022	89,900,169.67	44,473.63	0.00	44,473.63	91,647,147.19	0.05	0.58	0.64
<b>Total/Average</b>	<b>83,012,507.41</b>	<b>126,884.46</b>	<b>0.00</b>	<b>126,884.46</b>	<b>86,202,653.70</b>	<b>0.15</b>	<b>0.59</b>	<b>0.37</b>

### Annualized TRR-BV



TRR-BV: Total Rate of Return - Book Value Benchmark: US Treasury 6 Month  
Interest Earned: Quarterly \$ 126,884/Fiscal YTD:\$199,632



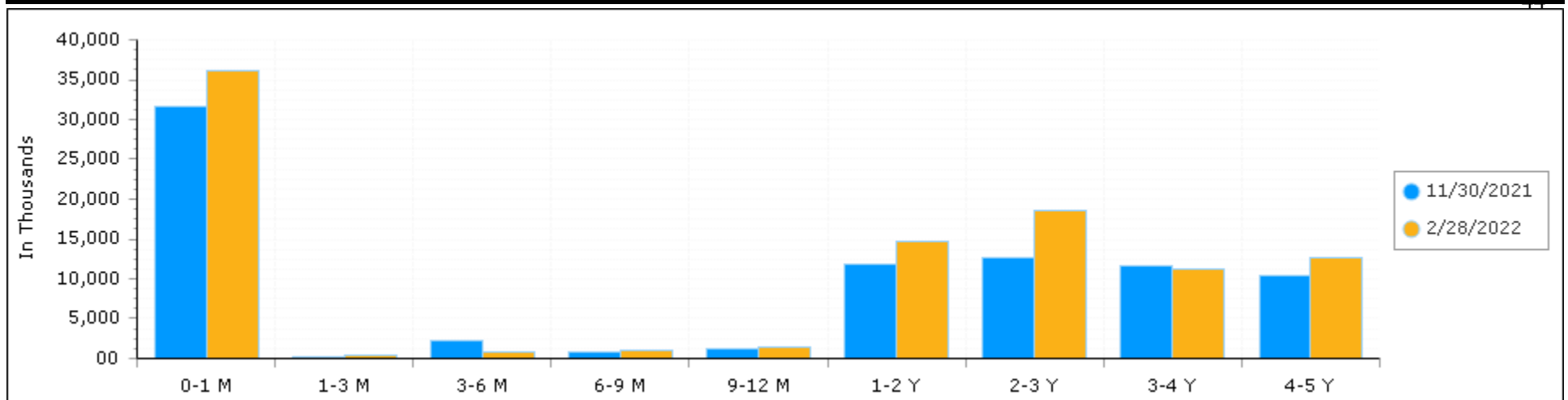
# Odessa College Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 11/30/2021, End Date: 2/28/2022

## Maturity Range Allocation

Maturity Range	Market Value 11/30/2021	% of Portfolio 11/30/2021	Market Value 2/28/2022	% of Portfolio 2/28/2022
0-1 Month	31,557,362.93	38.21	36,132,383.99	37.29
1-3 Months	125,761.25	0.15	506,660.60	0.52
3-6 Months	2,250,155.30	2.72	755,013.15	0.78
6-9 Months	763,454.90	0.92	1,109,476.70	1.14
9-12 Months	1,167,249.65	1.41	1,394,065.60	1.44
1-2 Years	11,892,324.60	14.40	14,768,284.80	15.24
2-3 Years	12,671,597.25	15.34	18,484,428.37	19.08
3-4 Years	11,700,490.54	14.17	11,133,664.41	11.49
4-5 Years	10,461,715.90	12.67	12,615,591.80	13.02
<b>Total / Average</b>	<b>82,590,112.32</b>	<b>100.00</b>	<b>96,899,569.42</b>	<b>100.00</b>

## Portfolio Holdings





# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

Date: 2/28/2022

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	5,229,199.01	100.00	5,229,199.01	5.33%	None	1
LGIP7030	5,229,199.01	0.11	5,229,199.01	0.11		0.00	None	0
			<b>5,229,199.01</b>		<b>5,229,199.01</b>	<b>5.33%</b>		<b>1</b>
<b>Sub Total Construction - Liquid Assets</b>	<b>5,229,199.01</b>	<b>0.11</b>	<b>5,229,199.01</b>	<b>0.11</b>		<b>0.00</b>		<b>0</b>
<b>Construction-Fixed Income</b>								
Apple Inc 3.2 5/13/2025		1/5/2022	1,067,962.12	103.70	1,036,963.00	1.09%	Moodys-Aaa	1170
037833BG4	1,000,000.00	1.13	1,064,963.79	2.00	9,333.33	-28,000.79	S&P-AA+	3.05
Chevron USA Inc. 3.9 11/15/2024-24		10/29/2021	4,347,800.00	105.21	4,208,460.00	4.4%	Moodys-Aa2	899
166756AP1	4,000,000.00	0.99	4,309,676.37	1.92	44,633.33	-101,216.37	S&P-AA-	2.58
FHLB 1.06 7/25/2024-22		1/25/2022	2,000,000.00	99.04	1,980,890.00	2.04%	Moodys-Aaa	45
3130AQGZ0	2,000,000.00	1.06	2,000,000.00	1.47	1,943.33	-19,110.00	S&P-AA+	2.38
FHLB 1.45 11/23/2026-21		11/23/2021	3,600,000.00	98.43	3,543,408.00	3.67%	S&P-AA+	23
3130APPL3	3,600,000.00	1.45	3,600,000.00	1.80	13,775.00	-56,592.00	NR	4.58
FHLB 1.5 1/14/2027-22		1/14/2022	1,000,000.00	98.60	985,992.00	1.02%	Moodys-Aaa	45
3130AQEW9	1,000,000.00	1.50	1,000,000.00	1.80	1,833.33	-14,008.00	S&P-AA+	4.71
Florida St Mun Pwr Agy Rev 3.059 10/1/2025		11/23/2021	1,074,520.00	103.87	1,038,720.00	1.09%	Moodys-A2	1311
342816P90	1,000,000.00	1.08	1,069,386.16	1.94	12,490.92	-30,666.16	Fitch-AA-	3.39
Miami Dade Cnty FL 1.471 10/1/2026		2/23/2022	970,370.00	96.83	968,310.00	0.99%	S&P-A+	1676
59333NS95	1,000,000.00	2.15	970,458.13	2.20	6,006.58	-2,148.13	NR	4.43
New York Life Global FDG 0.95 6/24/2025		10/29/2021	2,983,920.00	96.52	2,895,480.00	3.05%	Moodys-Aaa	1212
64952WDQ3	3,000,000.00	1.10	2,985,390.58	2.04	5,066.67	-89,910.58	S&P-AA+	3.27
Pomona CA Pension Oblig 4 8/1/2024		2/23/2022	790,477.50	104.63	784,710.00	0.81%	S&P-AA-	885
73208PBE0	750,000.00	1.73	790,250.10	2.03	2,250.00	-5,540.10	NR	2.33
Royal Bank of Canada 1.05 9/14/2026		10/29/2021	2,978,730.00	95.92	2,877,537.00	3.04%	Moodys-Aaa	1659
780082AH6	3,000,000.00	1.20	2,980,187.01	1.99	14,350.00	-102,650.01	S&P-AAA	4.43



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

Date: 2/28/2022

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
South Carolina St Pub Svc Auth 2.388 12/1/2023		11/1/2021	3,114,030.00	101.20	3,036,030.00	3.16%	Moody's-A2	641
83715WM7	3,000,000.00	0.55	3,096,175.30	1.69	17,313.00	-60,145.30	S&P-A	1.72
T-Bond 1.75 6/30/2024		11/18/2021	1,027,440.08	100.54	1,005,391.00	1.05%	NR	853
9128286Z8	1,000,000.00	0.69	1,024,509.31	1.51	2,852.21	-19,118.31	NR	2.29
T-Bond 2.875 9/30/2023		11/18/2021	1,045,183.00	102.41	1,024,102.00	1.06%	NR	579
9128285D8	1,000,000.00	0.44	1,038,415.50	1.33	11,926.51	-14,313.50	NR	1.54
			<b>26,000,432.70</b>		<b>25,385,993.00</b>	<b>26.47%</b>		<b>812</b>
<b>Sub Total Construction-Fixed Income</b>	<b>25,350,000.00</b>	<b>1.11</b>	<b>25,929,412.25</b>	<b>1.84</b>	<b>143,774.21</b>	<b>-543,419.25</b>		<b>3.18</b>
<b>Debt Service - Liquid Assets</b>								
TexPool - Prime LGIP		4/30/2017	82,582.91	100.00	82,582.91	0.08%	NR	1
LGIP0007P	82,582.91	0.11	82,582.91	0.11		0.00	NR	460
TexPool - Prime LGIP		4/30/2017	1,385,927.60	100.00	1,385,927.60	1.41%	NR	1
LGIP0005P	1,385,927.60	0.11	1,385,927.60	0.11		0.00	NR	0
TexPool - Prime LGIP		4/30/2017	2,361,223.98	100.00	2,361,223.98	2.41%	NR	1
LGIP0001P	2,361,223.98	0.11	2,361,223.98	0.11		0.00	NR	0
Texpool-Prime LGIP		12/16/2021	414,137.60	100.00	414,137.60	0.42%	NR	1
LGIP0006P	414,137.60	0.11	414,137.60	0.11		0.00	NR	0
			<b>4,243,872.09</b>		<b>4,243,872.09</b>	<b>4.32%</b>		<b>1</b>
<b>Sub Total Debt Service - Liquid Assets</b>	<b>4,243,872.09</b>	<b>0.11</b>	<b>4,243,872.09</b>	<b>0.11</b>		<b>0.00</b>		<b>0</b>
<b>Pooled Operating - Fixed Income</b>								
Ally Bank CD 1.2 2/10/2025		2/10/2022	248,000.00	98.32	243,825.42	0.25%	NR	1078
02007GNN9	248,000.00	1.20	248,000.00	1.79	148.80	-4,174.58	NR	2.91
Amarillo Dev Ref 2.787 8/15/2024		2/11/2022	374,256.40	101.39	370,066.20	0.38%	S&P-AA-	899
023026CM7	365,000.00	1.75	374,084.61	2.21	367.34	-4,018.41	NR	2.4
Amarillo TX Economic Dev Corp 2.657 8/15/2023		5/8/2019	602,082.00	101.19	607,110.00	0.61%	S&P-AA-	533
023026CL9	600,000.00	2.57	600,711.35	1.83	575.68	6,398.65	NR	1.44



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

Date: 2/28/2022

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
Austin TX Cmnty College Dist Rev 0.933 2/1/2025		1/25/2021	508,595.00	96.98	484,905.00	0.52%	Moodys-Aa3	1069
052404QF0	500,000.00	0.50	506,258.89	2.00	349.88	-21,353.89	S&P-AA-	2.89
Ayersville OH Local Sch Dist 5 11/1/2024		6/23/2020	573,505.00	105.19	525,950.00	0.56%	S&P-AA	977
054717DN0	500,000.00	1.50	545,109.54	2.97	8,125.00	-19,159.54	NR	2.5
Beal Bank CD 0.9 1/22/2025		1/26/2022	248,000.00	97.53	241,870.93	0.25%	NR	1059
07371AVM2	248,000.00	0.90	248,000.00	1.65	201.80	-6,129.07	NR	2.86
Berkeley Cnty S C Sch Dist 2.35 3/1/2023		2/4/2021	286,651.75	101.09	278,008.50	0.29%	S&P-AA	366
084203WV6	275,000.00	0.30	280,648.40	1.26	3,177.40	-2,639.90	Moodys-Aa1	0.99
BMW CD 1.25 2/11/2025		2/11/2022	248,000.00	98.46	244,172.12	0.25%	NR	1079
05580AH72	248,000.00	1.25	248,000.00	1.79	144.38	-3,827.88	NR	2.91
Bozeman MT 2.75 7/1/2022		3/19/2021	206,532.00	100.73	201,456.00	0.21%	Moodys-Aa1	123
103637GA6	200,000.00	0.20	201,713.08	0.61	870.83	-257.08	NR	0.34
Canyon TX Regl Wtr Auth 5 8/1/2022		2/3/2021	267,897.50	101.80	254,495.00	0.26%	S&P-AA	154
139042ST3	250,000.00	0.20	255,066.57	0.75	937.50	-571.57	NR	0.43
Carson CA Pension Obligation 1.823 1/15/2025		8/28/2020	776,385.00	98.98	742,380.00	0.78%	S&P-AA-	1052
14574AAC8	750,000.00	1.00	767,337.30	2.19	1,633.10	-24,957.30	NR	2.81
Clinton TWP NJ 3 3/15/2022		3/17/2021	154,170.00	100.09	150,133.50	0.15%	Moodys-Aa3	15
188612HC2	150,000.00	0.20	150,172.31	1.10	2,037.50	-38.81	NR	0.05
Clinton TWP NJ 3 3/15/2023		3/17/2021	448,234.75	102.10	433,933.50	0.45%	Moodys-Aa3	380
188612HD0	425,000.00	0.25	437,128.03	0.98	5,772.92	-3,194.53	NR	1.03
Colonie NY Ref-Ser B 4 3/15/2022		3/16/2021	787,975.60	100.13	760,950.00	0.78%	S&P-AA	15
196145CF1	760,000.00	0.30	761,152.84	1.33	13,764.44	-202.84	NR	0.05
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	133,198.00	100.00	130,000.00	0.13%	S&P-AA	1
232425RV2	130,000.00	0.31	130,009.55	3.00	3,867.50	-9.55	NR	0



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

Date: 2/28/2022

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	189,551.00	100.00	185,000.00	0.19%	S&P-AA	1
232425RJ9	185,000.00	0.31	185,013.59	3.00	5,503.75	-13.59	NR	0
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	112,400.40	103.08	108,229.80	0.11%	S&P-AA	732
232425RX8	105,000.00	0.56	110,081.70	1.44	3,123.75	-1,851.90	NR	1.91
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	176,041.60	105.04	168,070.40	0.18%	S&P-AA	1462
232425RN0	160,000.00	0.91	173,058.36	1.69	4,760.00	-4,987.96	NR	3.71
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	119,489.70	104.17	114,582.60	0.12%	S&P-AA	1097
232425RY6	110,000.00	0.76	117,274.77	1.58	3,272.50	-2,692.17	NR	2.82
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	168,371.85	104.17	161,457.30	0.17%	S&P-AA	1097
232425RM2	155,000.00	0.76	165,250.82	1.58	4,611.25	-3,793.52	NR	2.82
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	264,062.40	105.04	252,105.60	0.26%	Moody's-A1	1462
232425RZ3	240,000.00	0.91	259,587.54	1.69	7,140.00	-7,481.94	S&P-AA	3.71
CY-Champ TX Public Utility Dist Ref-Ser A 3 3/1/20		3/31/2021	104,919.00	102.04	102,035.00	0.1%	S&P-AA	366
232425RK6	100,000.00	0.42	102,571.93	0.97	2,975.00	-536.93	NR	0.97
Dist of Columbia 1.817 4/1/2025		8/13/2020	673,978.50	99.34	645,697.00	0.68%	Moody's-A2	1128
25483VXA7	650,000.00	1.00	665,985.67	2.04	4,822.62	-20,288.67	S&P-A+	3
Dumas Tex ISD 4 2/1/2024		4/7/2020	666,806.80	105.28	636,956.10	0.65%	Moody's-Aa2	703
264669GD8	605,000.00	1.25	636,147.08	1.22	1,815.00	809.02	NR	1.87
Durham CA Unif Sch Dist 4 8/1/2022		1/20/2021	311,933.00	101.38	299,062.15	0.31%	S&P-AA	154
266669BS8	295,000.00	0.24	299,673.27	0.75	885.00	-611.12	NR	0.43
El Paso TX Muni Drain Utility Sys 5 3/1/2024		4/8/2021	521,745.80	107.35	493,805.40	0.51%	S&P-AA+	732
283791EE7	460,000.00	0.34	502,720.16	1.28	11,308.33	-8,914.76	NR	1.9





# Odessa College

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### All Portfolios

Date: 2/28/2022

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CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Enerbank USA 1.25 4/29/2025		4/29/2020	248,000.00	98.29	243,756.22	0.25%	NR	1156
29278TNX4	248,000.00	1.25	248,000.00	1.81	1,036.16	-4,243.78	NR	3.1
Fayette Ohio Loc Sch Dist 3 12/1/2022		4/15/2021	52,190.00	101.59	50,797.00	0.05%	Moodys-Aa2	276
312604BG5	50,000.00	0.30	51,015.87	0.89	362.50	-218.87	NR	0.75
Fayette Ohio Loc Sch Dist 3 12/1/2023		4/15/2021	58,719.10	103.05	56,675.85	0.06%	Moodys-Aa2	641
312604BH3	55,000.00	0.41	57,483.27	1.24	398.75	-807.42	NR	1.72
Fayette Ohio Loc Sch Dist 3 12/1/2024		4/15/2021	119,541.40	104.28	114,704.70	0.12%	Moodys-Aa2	1007
312604BJ9	110,000.00	0.58	117,246.00	1.41	797.50	-2,541.30	NR	2.65
FFCB 1.04 1/25/2024-22		1/25/2022	1,000,000.00	99.19	991,923.00	1.02%	NR	56
3133ENLY4	1,000,000.00	1.04	1,000,000.00	1.47	953.33	-8,077.00	NR	1.89
FFCB 1.71 1/2/2024		2/11/2022	1,002,965.80	100.50	1,005,002.00	1.02%	NR	673
3133ELFW9	1,000,000.00	1.55	1,002,892.73	1.43	2,660.00	2,109.27	NR	1.82
FHLB Step 2/18/2025-21		2/18/2021	1,000,000.00	96.85	968,454.00	1.02%	Moodys-Aaa	79
3130AKXL5	1,000,000.00	0.38	1,000,000.00	1.52	83.33	-31,546.00	S&P-AA+	2.96
FHLB Step 5/12/2026-21		5/12/2021	3,000,000.00	97.81	2,934,258.00	3.06%	S&P-AA+	1534
3130AMA93	3,000,000.00	1.26	3,000,000.00	1.95	5,520.83	-65,742.00	NR	4.13
FHLB Step 5/26/2026-21		5/26/2021	500,000.00	97.39	486,929.00	0.51%	S&P-AA+	1548
3130AMGG1	500,000.00	1.15	500,000.00	1.89	766.67	-13,071.00	NR	4.17
FHLB Step 8/16/2024-22		2/16/2021	1,000,000.00	96.69	966,858.00	1.02%	Moodys-Aaa	77
3130AL6V1	1,000,000.00	0.26	1,000,000.00	1.68	66.67	-33,142.00	S&P-AA+	2.46
Flagstar Bank FSB 1.15 4/29/2025		4/29/2020	248,000.00	97.98	242,996.35	0.25%	NR	1156
33847E3D7	248,000.00	1.15	248,000.00	1.81	953.27	-5,003.65	NR	3.1
Gatesville TX TXBL-REF 0.32 9/1/2022		3/10/2021	95,000.00	99.71	94,722.60	0.1%	S&P-AA	185
367532KC1	95,000.00	0.32	95,000.00	0.90	149.47	-277.40	NR	0.51



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

Date: 2/28/2022

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CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Gatesville TX TXBL-REF 0.42 9/1/2023		3/10/2021	90,000.00	98.35	88,517.70	0.09%	S&P-AA	550
367532KD9	90,000.00	0.42	90,000.00	1.53	185.85	-1,482.30	NR	1.5
Gatesville TX TXBL-REF 0.57 9/1/2024		3/10/2021	125,000.00	96.77	120,962.50	0.13%	S&P-AA	916
367532KE7	125,000.00	0.57	125,000.00	1.90	350.31	-4,037.50	NR	2.49
Gatesville TX TXBL-REF 0.77 9/1/2025		3/10/2021	125,000.00	95.70	119,628.75	0.13%	S&P-AA	1281
367532KF4	125,000.00	0.77	125,000.00	2.05	473.23	-5,371.25	NR	3.45
Goldman Sachs 1 11/10/2025		11/10/2021	248,000.00	96.32	238,864.67	0.25%	NR	1351
38149MJ46	248,000.00	1.00	248,000.00	2.04	747.40	-9,135.33	NR	3.63
Hale County TX 3 2/15/2023		5/7/2019	254,465.00	101.35	253,375.00	0.26%	S&P-AA-	352
405468CT4	250,000.00	2.50	251,138.90	1.58	270.83	2,236.10	None	0.96 50
Harris Cnty TX MUD #542 4.5 4/1/2025		8/27/2020	172,786.50	108.57	162,847.50	0.17%	S&P-AA	1128
41428VBB4	150,000.00	1.10	165,317.74	1.65	2,756.25	-2,470.24	NR	2.88
Hawkins Cnty TN Ref Ser A 3 3/1/2022		3/31/2021	513,140.00	100.00	500,000.00	0.51%	Moody's-Aa3	1
420218TT6	500,000.00	0.13	500,039.22	2.96	7,375.00	-39.22	NR	0.01
Hawthorne Calif CTFS Partn 3.15 8/1/2024		6/2/2020	492,443.80	101.13	465,175.00	0.49%	S&P-AA	885
420507CL7	460,000.00	1.40	478,877.56	2.67	1,086.75	-13,702.56	NR	2.35
Hays ISD Ref 3 2/15/2023		3/18/2020	324,988.50	102.05	316,367.40	0.32%	Moody's-Aa2	352
4211103A3	310,000.00	1.30	314,958.60	0.86	335.83	1,408.80	NR	0.96
Hutto TX TXBL Ref Ser B 2 8/1/2026		1/6/2022	533,759.20	100.43	522,256.80	0.54%	S&P-AA	1615
448474TQ9	520,000.00	1.40	533,322.01	1.90	780.00	-11,065.21	NR	4.25
JP Morgan Chase 0.6 10/30/2025-21		4/30/2021	249,000.00	95.65	238,157.79	0.25%	NR	1340
48128UV97	249,000.00	0.60	249,000.00	1.83	491.18	-10,842.21	NR	3.63
Kansas City MO SPL 3.501 4/1/2024		8/28/2020	244,386.00	103.24	232,287.75	0.24%	Moody's-A1	763
485106SQ2	225,000.00	1.05	236,274.02	1.91	3,216.54	-3,986.27	S&P-AA-	2.01



# Odessa College

## Portfolio Holdings by Portfolio Name

### All Portfolios

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CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Kronenwetter WI Ref Ser A 4 4/1/2022		2/3/2021	240,046.40	100.28	230,648.60	0.24%	S&P-AA-	32
50105RFF1	230,000.00	0.23	230,761.81	0.91	3,756.67	-113.21	NR	0.09
Kronenwetter WI Ref Ser A 4 4/1/2023		2/3/2021	610,635.05	103.23	583,238.20	0.6%	S&P-AA-	397
50105RFG9	565,000.00	0.25	588,020.48	1.02	9,228.33	-4,782.28	NR	1.06
La Quinta CA Redev Agy Successor Agy Tax Alloc 0.2		4/14/2021	760,000.00	99.67	757,461.60	0.78%	S&P-AA-	185
50420BDB5	760,000.00	0.29	760,000.00	0.95	1,068.69	-2,538.40	NR	0.51
La Quinta CA Redev Agy Successor Agy Tax Alloc 0.4		4/14/2021	540,000.00	98.44	531,549.00	0.55%	S&P-AA-	550
50420BDC3	540,000.00	0.46	540,000.00	1.51	1,210.68	-8,451.00	NR	1.5
La Quinta CA Redev Agy Successor Agy Tax Alloc 0.6		4/14/2021	1,000,000.00	96.96	969,620.00	1.02%	S&P-AA-	916
50420BDD1	1,000,000.00	0.69	1,000,000.00	1.94	3,382.67	-30,380.00	NR	51 2.48
Lancaster CA 2.625 8/1/2024		7/30/2020	319,080.00	100.72	302,166.00	0.32%	S&P-AA	885
513802CH9	300,000.00	1.00	311,541.90	2.32	590.62	-9,375.90	NR	2.36
Laredo College TX Comb Fee Rev 2.405 8/1/2025		11/12/2020	264,960.00	100.72	251,802.50	0.27%	Moody's-A2	1250
51677QAK3	250,000.00	1.10	260,853.16	2.19	450.94	-9,050.66	S&P-AA	3.3
Licking Cnty OH 4 12/1/2024		5/7/2020	200,293.20	107.24	193,035.60	0.2%	S&P-AA	1007
531643VK7	180,000.00	1.44	192,244.01	1.32	1,740.00	791.59	NR	2.62
Maryland St Stad Auth Rev 5 5/1/2023		4/27/2020	617,182.20	104.74	581,329.20	0.59%	Moody's-Aa3	427
574296BD0	555,000.00	1.20	579,159.96	0.93	9,018.75	2,169.24	S&P-AA-	1.14
Morgan Stanley Bank CD 1 5/28/2025		5/28/2020	249,000.00	97.49	242,754.58	0.25%	Moody's-A1	1185
61765QP37	249,000.00	1.00	249,000.00	1.80	0.00	-6,245.42	S&P-A+	3.2
Morgan Stanley Pvt Bk CD 1 7/19/2025-23		1/19/2022	248,000.00	97.15	240,942.17	0.25%	NR	325
61768U3P0	248,000.00	1.00	248,000.00	1.87	271.78	-7,057.83	NR	3.34
National City CA Pension 0.654 11/1/2023		11/16/2021	2,000,000.00	98.77	1,975,480.00	2.04%	S&P-AA-	611
63540QAB3	2,000,000.00	0.65	2,000,000.00	1.40	3,706.00	-24,520.00	NR	1.17



# Odessa College

## Portfolio Holdings by Portfolio Name

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CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
New Hampshire St Business Fin Auth 1.05 4/1/2024		4/1/2021	125,000.00	99.03	123,790.00	0.13%	S&P-A	763
644684EX6	125,000.00	1.05	125,000.00	1.52	535.94	-1,210.00	None	2.07
Newport KY 2 2/1/2024		4/6/2021	172,345.80	101.28	167,113.65	0.17%	S&P-AA	703
651894HK6	165,000.00	0.41	170,008.82	1.32	247.50	-2,895.17	NR	1.9
Newport KY 2 2/1/2025		4/6/2021	463,223.20	101.44	446,327.20	0.47%	S&P-AA	1069
651894HL4	440,000.00	0.60	457,770.65	1.50	660.00	-11,443.45	NR	2.85
Niagara NY 2 2/1/2023		2/10/2021	402,963.60	100.89	393,482.70	0.4%	Moody's-A2	338
653539KR6	390,000.00	0.31	396,077.25	1.03	585.00	-2,594.55	NR	0.92
Oroville CA Pension 0.73 6/1/2023		11/15/2021	425,000.00	99.01	420,779.75	0.43%	S&P-AA-	458
687213AB4	425,000.00	0.73	425,000.00	1.53	887.66	-4,220.25	NR	525
Pathfinder Bank CD 1 7/31/2025		1/31/2022	249,000.00	97.85	243,639.03	0.25%	NR	1249
70320KBN0	249,000.00	1.00	249,000.00	1.65	0.00	-5,360.97	NR	3.36
Pennsylvania Hsg Fin Agy 3.2 4/1/2024		6/1/2020	214,724.00	102.76	205,524.00	0.21%	Moody's-Aa2	763
708796Q34	200,000.00	1.23	208,024.58	1.85	2,613.33	-2,500.58	S&P-AA+	2.02
Rhode Island Hsg & Mtg Fin Corp Rev 4 10/1/202		10/6/2020	332,255.70	101.08	318,386.25	0.33%	Moody's-Aa1	215
76221TAN9	315,000.00	2.10	324,181.93	3.30	5,145.00	-5,795.68	S&P-AA+	1.53
San Antonio TX Txbl-Ref 0.843 2/1/2025		3/18/2021	302,781.00	97.34	292,014.00	0.31%	Moody's-Aaa	1069
79623PEQ4	300,000.00	0.60	302,099.50	1.78	189.68	-10,085.50	S&P-AAA	2.89
Sierra County 1.76 8/1/2025		1/20/2022	375,000.00	98.81	370,522.50	0.38%	S&P-AA-	1250
82626SAD2	375,000.00	1.76	375,000.00	2.12	696.67	-4,477.50	NR	3.33
Sierra County Rev-TXBL 1.47 8/1/2024		1/20/2022	255,000.00	98.86	252,095.55	0.26%	S&P-AA-	885
82626SAC4	255,000.00	1.47	255,000.00	1.95	395.68	-2,904.45	NR	2.39
Sierra County Rev-TXBL 2.01 8/1/2026		1/20/2022	300,000.00	98.97	296,901.00	0.31%	S&P-AA-	1615
82626SAE0	300,000.00	2.01	300,000.00	2.26	636.50	-3,099.00	NR	4.25



# Odessa College

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CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Sierra View CA Loc Hlth Care 4 7/1/2023		9/17/2020	108,229.00	103.47	103,466.00	0.11%	Fitch-A	488
82650PDD4	100,000.00	1.00	103,948.63	1.38	633.33	-482.63	NR	1.31
Sierra View CA Loc Hlth Care 4 7/1/2024		9/17/2020	110,613.00	105.48	105,478.00	0.11%	Fitch-A	854
82650PDE2	100,000.00	1.13	106,553.51	1.61	633.33	-1,075.51	NR	2.25
Spring Creek TX Utility Dist 1 10/1/2023		2/23/2021	407,260.00	99.55	398,196.00	0.41%	S&P-AA	580
849520UZ2	400,000.00	0.30	404,432.42	1.29	1,633.33	-6,236.42	Moody's-A2	1.58
Stephen F Austin TX St Univ 5 10/15/2023		5/18/2020	236,193.30	106.03	222,671.40	0.23%	Moody's-A1	594
858620Y76	210,000.00	1.25	222,497.04	1.25	3,879.17	174.36	Fitch-AA-	1.56
Texas A&M University 2.246 5/15/2022		11/7/2017	277,315.50	100.37	276,012.00	0.28%	Moody's-Aaa	76
88213AEH4	275,000.00	2.05	275,106.65	0.52	1,767.17	905.35	S&P-AAA	0.21 53
Texas Public Finance Authority 0.663 2/1/2025		3/25/2021	1,200,000.00	96.55	1,158,624.00	1.22%	Moody's-Aa1	1069
882669BT0	1,200,000.00	0.66	1,200,000.00	1.88	596.70	-41,376.00	S&P-AA+	2.9
Texas St Public Fin Auth Lease 0.503 2/1/2024		1/6/2021	501,565.00	97.88	489,405.00	0.51%	Moody's-Aa1	703
882669BS2	500,000.00	0.40	500,981.44	1.63	188.62	-11,576.44	S&P-AA+	1.92
Texas Tech Univ Revs 1.186 2/15/2026		2/22/2022	768,472.50	97.44	769,752.30	0.78%	S&P-AA+	1448
882806HH8	790,000.00	1.90	768,561.33	1.86	338.34	1,190.97	Moody's-Aa1	3.88
University Houston TX Revs 1 2/15/2024		4/7/2021	506,790.00	98.88	494,385.00	0.51%	S&P-AA	717
914302JK1	500,000.00	0.52	504,663.25	1.58	180.56	-10,278.25	NR	1.95
University NC Wilmington LTD 5 6/1/2024		8/28/2020	487,543.00	107.92	458,651.50	0.47%	Moody's-A1	824
91472TAX2	425,000.00	1.00	462,534.91	1.42	5,135.42	-3,883.41	NR	2.15
West Covina CA 2.318 8/1/2025		7/30/2020	739,391.25	100.27	726,979.25	0.75%	S&P-A+	1250
95236PGC8	725,000.00	1.90	734,840.84	2.24	1,260.41	-7,861.59	NR	3.31
Wilmington Mass 0.55 3/15/2025		2/15/2022	999,658.40	96.54	1,003,984.80	1.02%	S&P-AA+	1111
971651UG7	1,040,000.00	1.85	1,000,124.98	1.72	2,589.89	3,859.82	NR	3.02



# Odessa College Portfolio Holdings by Portfolio Name All Portfolios

Date: 2/28/2022

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
Wisconsin St Hlth & Educatnl Facility 5 11/15/2 97712DHF6	250,000.00	5/15/2020 1.60	270,747.50 255,901.91	102.92 0.89	257,292.50 3,576.39	0.26% 1,390.59	S&P-AA- S&P-AAA	260 0.7
<b>Sub Total Pooled Operating - Fixed Income</b>	<b>37,203,000.00</b>	<b>0.97</b>	<b>38,150,436.95 37,694,214.24</b>	<b>1.68</b>	<b>37,107,275.93 193,439.67</b>	<b>38.43% -586,938.31</b>		<b>787 2.28</b>
<b>Pooled Operating - Liquid Assets</b>								
LOGIC LGIP LGIP7010	5,617,963.39	4/30/2017 0.11	5,617,963.39 5,617,963.39	100.00 0.11	5,617,963.39	5.73% 0.00	NR NR	1 0
Lone Star LGIP LGIP8501	45,153.05	4/30/2017 0.02	45,153.05 45,153.05	100.00 0.02	45,153.05	0.05% 0.00	NR NR	1 0
Lone Star LGIP LGIP8501P	12,516,842.54	4/30/2017 0.14	12,516,842.54 12,516,842.54	100.00 0.14	12,516,842.54	12.77% 0.00	NR NR	1 540
TexPool - Prime LGIP LGIP0002P	6,746,941.80	4/30/2017 0.11	6,746,941.80 6,746,941.80	100.00 0.11	6,746,941.80	6.88% 0.00	NR NR	1 0
TexPool LGIP LGIP0002	6,328.61	4/30/2017 0.06	6,328.61 6,328.61	100.00 0.06	6,328.61	0.01% 0.00	NR NR	1 0
<b>Sub Total Pooled Operating - Liquid Assets</b>	<b>24,933,229.39</b>	<b>0.12</b>	<b>24,933,229.39</b>	<b>0.12</b>	<b>24,933,229.39</b>	<b>25.44% 0.00</b>		<b>1 0</b>
<b>TOTAL PORTFOLIO</b>	<b>96,959,300.49</b>	<b>0.71</b>	<b>98,557,170.14 98,029,926.98</b>	<b>1.18</b>	<b>96,899,569.42 337,213.88</b>	<b>100.00% -1,130,357.56</b>		<b>517 1.72</b>

STATE OF TEXAS           §

COUNTY OF ECTOR       §

**ENTERPRISE ZONE**  
**TAX ABATEMENT AGREEMENT**

This Enterprise Zone Tax Abatement Agreement (this “***Agreement***”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Odessa College District (the “***District***”) and 1PointFive P1, LLC, a Delaware limited liability company (“***Company***”). The District and Company are hereinafter sometimes referred to individually as a “***Party***” and collectively as the “***Parties***.”

WHEREAS, the Board of Trustees of the District has previously (i) adopted a resolution stating that the District elects to be eligible to participate in tax abatements, and (ii) adopted Guidelines and Criteria for Tax Abatement which are currently in effect (the “***Abatement Guidelines***”); and

WHEREAS, Ector County, Texas (the “***County***”), and Company entered into that certain Enterprise Zone Tax Abatement Agreement effective \_\_\_\_\_, 2022, providing for the abatement of property taxes with respect to the Project (as defined in Section 2); and

WHEREAS, Section 312.402 of the Texas Tax Code authorizes the District to enter into a tax abatement agreement providing for the abatement of property taxes with respect to the Project; and

WHEREAS, the District wishes to encourage Company to select the Land (as defined in Section 2) as the site for the Project; and

WHEREAS, the Land is located in the District and in an unincorporated area of the County designated as an enterprise zone under Chapter 2303 of the Texas Government Code (the “***Enterprise Zone***”); and

WHEREAS, Company intends to invest approximately \$810,600,000.00 in the Project; and

WHEREAS, Company intends to hire or cause to be hired for the Project approximately 125 Full Time Equivalent Employees, as such term is defined in Section 2; and

WHEREAS, the Project proposed by Company will result in new economic development in the District, including creating new jobs, increasing tax revenues to the District, and increasing property taxes to the District; and

WHEREAS, the Project proposed by Company will have direct positive and measurable economic benefits to the District; and

WHEREAS, the District recognizes the positive economic impact the Project will have on the District, and wishes to provide incentives to Company to assist the Project proposed by

Company, thereby contributing toward the further economic development and growth of the District; and

WHEREAS, the District finds that this Agreement embodies an eligible program and clearly promotes economic development in the District, and, as such, meets the requisites under Chapter 312 of the Texas Tax Code and further is in the best interests of the District; and

WHEREAS, the District agrees to provide tax abatement for Company's Eligible Property (as defined in Section 2) in accordance with Chapter 312 of the Texas Tax Code and on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual benefits and promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Company agree as follows:

1. **Authority.** The District's execution of this Agreement is authorized by Chapter 312 of the Texas Tax Code and constitutes a valid and binding obligation of the District in the event Company proceeds with the development of the Project. The District acknowledges that Company is acting in reliance upon the District's performance of its obligations under this Agreement in making its decision to commit substantial financial and administrative resources to develop the Project.

2. **Definitions.**

2.1 ***"Abatement"*** means the full or partial exemption from property taxes provided for in this Agreement with respect to the Eligible Property.

2.2 ***"Abatement Guidelines"*** has the meaning assigned to such term in the Recitals of this Agreement.

2.3 ***"Abatement Period"*** has the meaning assigned to such term in Section 5.2 of this Agreement.

2.4 ***"Abatement Period Commencement Notice"*** has the meaning assigned to such term in Section 5.1.

2.5 ***"Affiliate"*** of any specified person or entity means any other person or entity, which, directly or indirectly, through one or more intermediaries, (i) controls, or is controlled by, such specified person or entity, or (ii) is under direct or indirect common control with such specified person or entity. For purposes of this definition, "controls" when used with respect to any person or entity means (a) the ownership, directly or indirectly, of fifty (50%) or more of the voting securities of such person or entity; or (b) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms "controlled" and "under direct or indirect common control with" have meanings correlative to the foregoing.

2.6 ***"Agreement"*** has the meaning assigned to such term in the Preamble of this Agreement.



2.7 “**Appraised Value**” has the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

2.8 “**Company**” has the meaning assigned to such term in the Preamble of this Agreement.

2.9 “**Commercial Operation**” means the date on which the Project becomes commercially operational and capable of being placed into service, such that such project has been constructed and is capable of producing industrial grade carbon dioxide gas (CO<sub>2</sub>).

2.10 “**Commercially Reasonable Efforts**” means, as to any Party, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances, which means, among other things, that such Party shall not be required to (i) expend funds other than for payment of the reasonable and customary costs and expenses of employees, contractors, counsel, consultants, representatives or agents of such Party in connection with the performance or satisfaction of such obligation, duty or other action, or (ii) institute or settle any litigation or arbitration as a part of its reasonable efforts.

2.11 “**Company**” has the meaning assigned to such term in the Preamble of this Agreement.

2.12 “**Completion Tax Year**” has the meaning assigned to such term in Section 5.1.

2.13 “**County**” has the meaning assigned to such term in the Recitals of this Agreement.

2.14 “**Cure Period**” has the meaning assigned to such term in Section 6.3.

2.15 “**District**” has the meaning assigned to such term in the Preamble of this Agreement.

2.16 “**Effective Date**” means the last of the dates of execution of this Agreement as set forth immediately above the respective signatures of the District and Company below.

2.17 “**Eligible Property**” means all property comprising the Project that is constructed or installed on the Land on or after the Effective Date, including buildings, structures, fixed machinery and equipment, process units including all integral components necessary for operations, site improvements, infrastructure, office space, and related fixed improvements and tangible personal property necessary to the operations and administration of the Project. During the construction phase of the Eligible Property, Company may make such change orders to the Eligible Property as are reasonably necessary to accomplish its intended use. For the avoidance of doubt, Eligible Property shall not include any Ineligible Property.

2.18 “**Enterprise Zone**” has the meaning assigned to such term in the Recitals of this Agreement.

2.19 “**Force Majeure**” means an event, occurrence or failure caused by (i) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Company, the Project or the Land; (ii) any demand or

requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (iii) the action, judgment or decree of any court; (iv) floods, tornadoes, hailstorms, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, pandemics, epidemics, infectious disease outbreaks, or any other viral or biological emergencies or threats to public health or safety, riots or civil disturbances, insurrections, vandalisms, acts of terrorism, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require Company to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of Company to ship from or receive at Company's facilities, or failure of carriers to transport to or from Company's facilities, products (finished or otherwise), feedstock, raw materials, equipment, parts or material; or (v) any other cause (except financial), whether similar or dissimilar, over which Company has no reasonable control and which forbids or prevents performance.

2.20 ***“Full Time Equivalent Employee”*** means (i) an employee employed on average at least 35 hours per week, or (ii) any combination of employees, each of whom individually is not a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are the equivalent of a full-time employee employed on average at least 35 hours per week. The term ***“Full Time Equivalent Employee”*** shall include any such employees of Company, any Affiliate of Company, and any third party operator or contractor at the Project and shall include original hires and their replacements over time.

2.21 ***“Ineligible Property”*** means:

- (a) vehicles;
- (b) aircraft;
- (c) housing or residential property;
- (d) boats;
- (e) property owned by the State of Texas or any state agency;
- (f) property owned or leased by a member of the governing body of an affected taxing unit;
- (g) property purchased or leased (i) by persons other than Company and its Affiliates, and (ii) moved to the Enterprise Zone from other locations in the County;
- (h) property not owned by Company, except that property owned by Affiliates of Company, and property on which Company is contractually obligated to pay property taxes, are not Ineligible Property and shall be subject to abatement under this Agreement.

2.22 “**Land**” means approximately 3,900 acres of land, as more particularly described in **Exhibit A** attached hereto.

2.23 “**Party**” and “**Parties**” have the respective meanings assigned to such terms in the Preamble of this Agreement.

2.24 “**Project**” means Company’s planned development of the Land consisting of a direct air capture facility, process components, related buildings, utility, infrastructure, and logistics improvements, and any and all other forms of real property improvements and tangible personal property associated with the foregoing, all of which are permitted by Chapter 312 of the Texas Tax Code.

2.25 “**PTEs**” has the meaning assigned to such term in Section 5.3

2.26 “**Tax Year**” shall have the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code (i.e., the calendar year).

2.27 “**Taxable Value**” has the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

3. **Term.** This Agreement shall become enforceable upon the Effective Date. The term of the Abatement Period shall be as specified in Section 5.2, unless sooner terminated pursuant to other provisions of this Agreement.

4. **Obligations of Company.** In consideration of the District’s compliance with this Agreement, Company agrees as follows:

4.1 **Improvements and Additions to Real and Personal Property.** Company intends to invest a cumulative total of at least approximately \$810,600,000.00 in the Project.

4.2 **Provision of Jobs.** Within one year after the commencement of Commercial Operation, Company intends to employ or cause to be employed at the Project site approximately 125 Full Time Equivalent Employees and to thereafter retain or cause to be retained approximately 125 Full Time Equivalent Employees for the then remaining term of this Agreement.

4.3 **Salaries and Benefits.** Company estimates that the full-time jobs of Full Time Equivalent Employees will have an average annual salary of at least \$50,050 and include industry standard employment benefits, such as healthcare and retirement plans.

5. **Term and Amount of Abatement.**

5.1 **Abatement Period Commencement Notice.** On or before April 1<sup>st</sup> of the Tax Year immediately following the Tax Year in which substantial completion of construction of the Project occurs (the “**Completion Tax Year**”), Company shall provide written notice to the District (the “**Abatement Period Commencement Notice**”) of the Completion Tax Year.

5.2 **Abatement Period.** As authorized by Section 312.007 of the Texas Tax Code, the Abatement for the Project shall extend for a period of ten (10) consecutive Tax Years (the “**Abatement Period**”) beginning on January 1 of the Tax Year immediately following the

Completion Tax Year specified in the Abatement Period Commencement Notice. As required by Chapter 312 of the Texas Tax Code, in no event shall the Abatement Period exceed a period of ten (10) Tax Years.

5.3 **Amount of Abatement.** During the Abatement Period, and for purposes of all property taxes levied by the District and all taxing jurisdictions for which the District has the authority to establish the local property tax rate (the “*PTEs*”), the percentage of the Appraised Value of the Eligible Property that will be abated and exempted from taxation for each Tax Year of the Abatement Period is as provided in the following table:

<b>TABLE</b>	
<b>Tax Year of the Abatement Period</b>	<b>Abatement (Eligible Property)</b>
1	100%
2	100%
3	100%
4	100%
5	100%
6	90%
7	80%
8	70%
9	60%
10	50%

5.4 **Property Taxation of the Property.** During the period that this Agreement is effective, property taxes shall be payable to the District and the PTEs as follows:

- (a) the Taxable Value of Ineligible Property or other property not eligible for Abatement, if any, shall be fully taxable at all times;
- (b) prior to commencement of the Abatement Period, the Taxable Value of real and tangible personal property located on the Land will be fully taxable; and
- (c) for each Tax Year of the Abatement Period, the Appraised Value of the Eligible Property will be abated and exempted from taxation for such Tax Year as provided in Section 5.3.

5.5 **Company’s Reserved Rights.** Notwithstanding anything contained in this Agreement to the contrary, (i) Company shall have all rights afforded to it under applicable law, including all rights to dispute and/or protest the market value, Appraised Value, and/or Taxable Value of all or any portion of the Land or any property included in the Project as well as the application of any tax which the District seeks to impose upon all or any portion of the Property or any property included in the Project, and (ii) nothing contained in this Agreement shall modify, amend, waive or alter any of Company’s rights or entitlements (A) under any other tax abatement or other agreement to which Company is a party, or (B) to any exemption, special appraisal, or

other property tax benefit available under applicable law.

6. **Miscellaneous.**

6.1 **Mutual Assistance.** The District and Company will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Land or the Project.

6.2 **Representations and Warranties.** The District represents and warrants to Company that this Agreement is within its authority and that it is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder. Company represents and warrants to the District that it has the requisite authority to enter into this Agreement.

6.3 **Default.** During the term of this Agreement, the District may declare a default hereunder by Company if Company refuses or neglects to comply with any of the terms of this Agreement in any material respect. If the District declares Company to be in default of this Agreement, the District shall notify Company in writing prior to the end of the term of this Agreement and shall be entitled to suspend the allowance of any Abatement that would otherwise be applicable hereunder after the date such written notice is given to Company, and if such default is not cured within sixty (60) days from the date of such notice (such sixty (60) day period, or such longer period as is provided for in this Section 6.3, is referred to herein as the “**Cure Period**”), then this Agreement may be terminated by the District; provided, however, that in the case of a default caused by an event constituting Force Majeure which cannot be cured by Commercially Reasonable Efforts within such sixty-day period, the Cure Period shall be deemed extended if Company (i) shall promptly, upon the receipt of such notice, advise the District of Company's intention to institute all steps necessary to cure such default, and (ii) shall thereafter proceed to use Commercially Reasonable Efforts to cure such default. If such default is cured, the District shall promptly cause any such suspended Abatement to be allowed for the Tax Year or Tax Years affected by such suspension. If after notice of default and failure to cure the District terminates this Agreement, it shall provide Company written notice of such termination, and such termination and Company's forfeiture of any such suspended Abatement shall constitute the District's sole remedy. If Company believes that such termination was improper, Company may file suit in Ector County, Texas, appealing such termination within ninety (90) days after receipt from the District of written notice of the termination. Company may declare a default hereunder by the District if the District refuses or neglects to comply with any of the terms of this Agreement. If Company declares the District to be in default of this Agreement, Company shall notify the District in writing of such default, and if such default is not cured within sixty (60) days from the date of such notice, Company shall have the right to pursue any remedy at law or in equity for the District's breach hereof.

6.4 **Attorney's Fees.** Except as otherwise expressly provided in this Agreement, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees, costs and expenses

incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

**6.5 Entire Agreement; Amendment; Waiver.** This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the District and Company. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

**6.6 Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and permitted assigns.

**6.7 Assignment.** Company may assign all or any part of its rights and obligations under this Agreement to a new owner or lessee of all or any portion of the Land or the Project, provided that Company shall provide written notice of any such assignment to the District. In the event of a partial assignment by Company to a new owner or lessee of all or any portion of the Land or the Project, the District shall enter into a substantially similar agreement to this Agreement with the assignee. The District shall not assign any its rights or obligations under this Agreement to any other person or party. A collateral assignment of all or any part of this Agreement for the benefit of creditors providing financing for the Project shall not be an assignment for purposes of this Section 6.7 and notice to the District shall be required with respect to any such collateral assignment.

**6.8 Termination.**

**6.8.1** Except as otherwise provided in Section 6.8.2, in the event Company determines it will not proceed with, commence or complete construction of the Project, Company shall have the right to terminate this Agreement by notifying the District in writing of its exercise of such right, such exercise of such right shall not be a default by Company under this Agreement, and this Agreement and the rights and obligations of the Parties will be deemed terminated and of no further force or effect as of the date of such notice

**6.8.2** In the event Company determines that it will not proceed with, commence or complete construction of a portion or portions of the Project, Company shall have the right to terminate this Agreement as to such portion or portions of the Project by notifying the District in writing of its exercise of such right and designating in said notice such portion or portions of the Project, such exercise of such right shall not be a default by Company under this Agreement, and this Agreement and the rights and obligations of the Parties will be deemed terminated as to such portion or portions of Project designated in said notice of termination and of no further force or effect as of the date of such notice.

**6.9 Notice.** All notices and communications required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery, if delivered personally, (ii) when receipt is confirmed by non-automated means, if sent by electronic mail, (iii) on the third (3rd) day after mailing, if mailed by first class registered or

certified mail, postage prepaid, return receipt requested, with the United States Postal Service, or (iv) on the next business day after deposit with a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt. All notices and communications hereunder shall be delivered to a Party at the addresses set forth below (or at such other address or addresses as a Party shall have specified in a notice given in accordance with this Section 6.9):

If to the District: Odessa College  
Attn: Dr. Gregory D. Williams  
President  
201 W. University  
Odessa, TX 79764  
Email: gwilliams@odessa.edu  
cc: kzartner@odessa.edu and bham@odessa.edu

If to Company: Occidental Petroleum Corporation  
Attn: Michael Horne  
Director Property & Excise Tax  
5 Greenway Plaza, Suite 110  
Houston, Texas 77046-0521  
Houston, TX 77046  
Phone: (713) 840-3022  
Fax: (713) 840-3043  
Email: Michael\_Horne@oxy.com

and

1PointFive P1, LLC  
Attn: Josh Barvin  
Business Development Manager  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Phone: (713) 840-3007  
Email: josh\_barvin@oxy.com

with required copies to:

Duff & Phelps  
919 Congress Ave. #1450  
Austin, TX 78701  
Attn: Michael Lateur, Managing Director, Specialty Tax  
Phone: (512) 671-5575  
Email: Michael.Lateur@duffandphelps.com

**6.10 Interpretation.** When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section of, or Exhibit to, this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the context otherwise requires, the word “including” shall mean “including, but not limited to,”. Words used in this

Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

6.11 **Guidelines.** This Agreement is entered into by the Parties consistent with the Abatement Guidelines. To the extent this Agreement modifies any requirement or procedure set forth in the Abatement Guidelines, the Abatement Guidelines are deemed amended for purposes of this Agreement only.

6.12 **Applicable Law.** This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Ector County, Texas.

6.13 **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, and this Agreement shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

6.15 **No Third-Party Beneficiaries.** This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights, privileges, or causes of action upon any third parties, except as permitted by Section 6.7.

6.16 **Exhibit.** The following **Exhibit A** is attached and incorporated by reference for all purposes:

**Exhibit A:** Description of the Land

6.17 **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The District and its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

EXECUTED to be effective as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGES)



SIGNED AND AGREED to on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**ODESSA COLLEGE DISTRICT**

By: \_\_\_\_\_  
Dr. Gregory D. Williams, President

SIGNED AND AGREED to on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**1POINTFIVE P1, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Description of the Land**

3,900 acre tract out of the PSL Survey and T&P RR Co Survey, in Ector County, Texas. All of Section 2, Block 15, PSL Survey, Ector County, Texas; Also known as Ector County Appraisal District Parcel Number R100044839. All of Section 3, Block 15, PSL Survey, Ector County, Texas; Also known as Ector County Appraisal District Parcel Number R100044840. All of Section 4, Block 15, PSL Survey, Ector County, Texas; Also known as Ector County Appraisal District Parcel Number R100044841. All of Section 5, Block 15, PSL Survey, Ector County, Texas; Also known as Ector County Appraisal District Parcel Number R100044842. All of Section 6, Block 15, PSL Survey, Ector County, Texas; Also known as Ector County Appraisal District Parcel Number R100044843. All of Section 16, Block 45, T2S, T&P RR Co Survey, Ector County, Texas; Also known as Ector County Appraisal District Parcel Number R100014343.