

Child Care Industry Partnership Donation Agreement

NAME OF DONOR/INDUSTRY PARTNER	Permian Strategic Partnership Inc.
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INDUSTRY PARTNER DONATION AMOUNT	
DONATION	\$ 75,000

The donor identified above pledges the Partner Donation which will entitle the Board to access state matching Child Care and Development Funds (CCDF) for the Child Care Industry Partnership (CCIP) program. The Partner Donation may also be used by the Texas Workforce Commission (TWC) to draw down additional federal funds (should additional federal matching funds be made available to Texas). The Partner Donation will be matched by CCDF in the form of a grant by TWC. The Partner Donations will be used for the provision of allowable CCIP child care quality improvement services or activities in the following local workforce development area(s) (workforce area): Workforce Solutions Permian Basin.

All parties understand and agree that this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission (Commission).

SIGNATURES: The individual signing this agreement on behalf of the donor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective 6/23/2021, and continuing through 04/01/2022.

	<u>Permian Strategic Partnership Inc.</u> INDUSTRY PARTNER/DONOR	<u>Permian Basin Workforce Development Board</u> LOCAL WORKFORCE DEVELOPMENT BOARD
Signature		
Printed Name	Tracee Bentley	Gail Dickenson
Title	Chief Executive Officer Permian Strategic Partnership Inc.	Chief Operating Officer
E-mail Address (optional)	tracee@permianpartnership.org	Gail.dickenson@workforcepb.org

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GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code (USC) §9801 et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

SECTION 2: For donations from a private entity to TWC, the donor, by executing this agreement, certifies that pursuant to Labor Code §301.021(b)–(d) and Texas Government Code §575.005:

- a. the donor is not party to an administrative proceeding before the Commission.
 - (i) Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code §2001.003, that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
 - (ii) Before accepting this agreement, TWC will verify whether the private entity donor is party to an administrative proceeding before the Commission. If the private entity donor is, or becomes a party to, an administrative proceeding before the Commission before the Commission's acceptance of this agreement, Texas Labor Code §301.021(b) and Texas Government Code §575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code §2001.144.
- b. If the donor is a for-profit entity, the donor does not currently:
 - (i) have a contract with TWC for services or products of a value of \$50,000.00 or greater; or
 - (ii) have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

- c. Upon execution of this agreement, the donor understands that pursuant to Texas Labor Code §301.021(d), the donor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the donor, unless the contract or bid relates only to providing child care services.

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SECTION 3: The donor agrees as follows:

- a. Cash donations remitted by the donor must be made payable to the “Texas Workforce Commission” and submitted to TWC.
- b. To keep and make available to TWC or the Board upon request, records adequate to show that the donated funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of: 1) the period specified by the Board’s record retention policies for such records, 2) seven years after the end date of this agreement, or 3) until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.

SECTION 4: The Board and the donor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission.
- b. donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution.
 - (ii) do not revert to the donor’s facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall be subject to federal reporting; entities shall provide to the Board and TWC, upon request, data needed for federal reporting purposes.
- c. That the Board will administer the Partner Donation in accordance with the CCIP project approved by TWC, including quarterly reporting of grant activities and expenditures to both TWC and the Donor Partner.
- d. To comply with federal regulations in 45 CFR §98.55, relating to matching fund requirements, and 45 CFR §98.56, relating to restrictions on the use of funds.
- e. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

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CHILD CARE INDUSTRY PARTNER DONATION INFORMATION

A. BOARD INFORMATION:

Board Name: Workforce Solutions Permian Basin		
Board Address: 2911 La Force Blvd, Midland, TX 79706		
Board Staff Contact Name: Gail Dickenson	Phone: (432) 563-5239	Fax:
E-mail Address: gail.dickenson@workforcepb.org		

B. DONOR INFORMATION:

Donor Name: Permian Strategic Partnership Inc.		
Donor Address: 500 W Texas Ave, Ste 900 Midland, TX, 79701		
Type of Entity: 501(c)6		
Name of Fiscal Agent (if applicable): N/A		
Vendor ID Number or Federal Employer ID Number of Donor or Donor's Fiscal Agent: 83-0931988		
Donor Contact Name: Molly Young	Phone: 512-740-6522	Fax:
E-mail Address: molly@permianpartnership.org		

C. ORIGINATING AGREEMENT INFORMATION:

Pledged Industry Partner Donation (from Private Entity) Amount: \$ 75,000	
The donor voluntarily agrees and allows that that the Industry Partner Donations may be used to secure additional federal match funds. Additional federal match funds will be used at the discretion of the Commission (Check if agree.)	<input checked="" type="checkbox"/> Agree
Program Number:	
Did a Board Member assist in securing this industry partner agreement? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<ul style="list-style-type: none"> If yes, Name of Board Member: AnnMarie Murtaugh and Rosanne Eaden How did the Board Member assist? Both Board Members work with companies who are contributing members of the PSP 	

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D. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned use of local funds resulting from donation agreements.

Fund Use		Planned Local (\$)
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under the application guidelines and the final CCIP grant. Source of Local Funds: <u>PSP</u>	\$ 138,000
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies.	\$ 12,000
TOTAL	Total planned funds resulting from donations	\$ 150,000

2. Please check planned activity (or activities) that will be funded:

Allowable Activities	Check Planned Activity
Apprenticeship - Develop an Early Childhood Apprenticeship Program or Pre-Apprenticeship Program; funds could be used to assist with program development, to pay for the classroom training, or to support stipends for apprentices.	<input type="checkbox"/>
Family Child Care - Invest in home-based child care providers -- this could include professional development, access to grants/materials, business infrastructure for administrative functions, building or supporting a Family Child Care Network, or investing to improve the quality of care provided in Family Child Care settings.	<input type="checkbox"/>
Prekindergarten Partnerships - Develop pre-k partnerships -- this could include funding temporary staff or contracting with an entity to assist in the development of partnerships, the provision of targeted coaching to help programs become "partnership ready", outreach to school districts, and more.	<input type="checkbox"/>
Business Support -- consider strategies that support business needs of child care providers, which could include the support or expansion of a Shared Services Alliance, assistance with tax preparation, or business mentoring	<input type="checkbox"/>
Wage Supplementation or Stipends -- Consider projects that incentivize retention, training or education.	<input type="checkbox"/>
Emergency Response/Recovery -- which may include social emotional supports to child care staff or children or grants to programs who have increased expenses and reduced income due to disaster emergencies.	<input type="checkbox"/>
Program Capacity Expansion -- funding materials and resources to open new child care facilities or classrooms, as long as funds do not revert to the donor's facility or use.	<input type="checkbox"/>
Local Child Care Studies -- funding locally targeted studies, which may include local needs assessments, supply/demand analysis, or cost of quality studies.	<input checked="" type="checkbox"/>
Other Strategic Quality Improvement Activities -- Boards may submit applications for other quality improvement activities that support the strategic advancement of quality improvement efforts, subject to review and approval by the Agency.	<input type="checkbox"/>

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**JOINT CERTIFICATION OF FUNDS
DONATED TO THE TEXAS WORKFORCE COMMISSION
FROM PRIVATE SOURCES**

Name of Donor: Permian Strategic Partnership Inc.

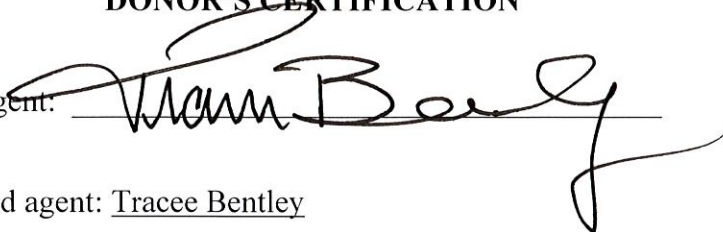
The Donor named above contributes funds in the amount of \$ 75,000 to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 CFR §98.55(e)(2).

By signing below, the Donor and TWC certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match;
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

DONOR'S CERTIFICATION

Signature of authorized agent: _____



Printed name of authorized agent: Tracee Bentley

Title of authorized agent: CEO, Permian Strategic Partnership Inc.

TWC'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

➤ *Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.*