

**NOTICE OF MEETING
CITY COUNCIL
OF THE CITY OF GALVESTON
THURSDAY, AUGUST 14, 2025 - 9:00 AM
COUNCIL CHAMBERS/ROOM 204 - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

AGENDA

1 DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

2 ROLL CALL

3 WORKSHOP ITEMS

3.A Interviews of Wharves Board and Planning Commission Applicants

3.B Discussion of the Interlocal Agreement and Hotel Occupancy Tax Contract with the Park Board (D Buckley - 20 min)

3.C Presentation and Discussion of the FY 2025 - 2026 Park Board Budget (C Ludanyi /Park Board Staff - 30 min)

3.D Presentation of the City of Galveston's FY 2025-2026 Proposed Budgets, Tax Rate and Capital Improvement Projects (C Ludanyi - 1 hour)

Budget Discussions

1. Garage and Information Technology Internal Service funds, and reserve funds (Porretto/Rawlins/Robb)
2. Parks Department maintenance of City Owned and Non-City owned assets (Porretto/Rawlins)

3.E Discussion of Fire Station #2 Bond

3.F Discussion of Street Repair Bond

3.G Galveston Housing Finance Corporation/Galveston Property Finance Authority committee introduction, mission, strategy discussion (B Brown/C Brown -20 min)

3.H Galveston Community Police Association Presentation and Discussion (M

Robb/C Brown - 15min)

4 EXECUTIVE SESSION

Pursuant to Texas Gov't Code § 551.074.related to Personnel Matters, the Council will convene in executive session to discuss the possible appointment, employment, and/or reassignment of one the following city employees to fill the position and perform the duties of the City Attorney at the time the position becomes vacant for a period of time to be set by Council:

4.A Beverly West
Donna Fairweather
Trevor Fanning

5 CONSENT ITEMS

- 5.A Consider for approval a contract to renew video streaming services for City Council and various other city board meetings with Granicus, LLC, utilizing TIPS Contract #220105, authorizing the City Manager to enter into a three (3) year contract, and sign all documents upon the review and approval of the City Attorney. (B. Sanderson)
- 5.B Consider for approval staff augmentation services and permanent placement fees through RobertHalf utilizing HGAC Contract No. TS06-25 in the amount of \$80,000. (H. Dean)

6 ACTION ITEMS

- 6.A Consider For Approval An Ordinance Calling A Bond Election To Be Held Within The City Of Galveston, Texas To Fund Certain Public Improvements For Streets And Fire Facilities; Making Provisions For The Conduct And The Giving Of Notice Of The Election; And Containing Other Provisions Relating Thereto.

The proposed election will be held on November 4, 2025 within the City. The proposed propositions generally relate to the construction of public improvements for streets and fire facilities. The proposed election ordinance reflecting the proposed amounts and scope of the propositions is available for review at <https://galvestontx.portal.civicclerk.com/> or upon request to the City Secretary. The final amounts and the scope of any propositions to be presented to the voters is within the discretion of City Council.

- 6.B Consider a motion to define further steps to be taken to name a replacement for the current City Attorney upon his departure.

7 RECEIVE AND FILE

7.A Tax Year 2025 Certified Roll and 2025 Galveston Certified TNT Calculations

8 ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on 08/08/2025 at 1:00 PM.

Janelle Williams

Janelle Williams, City Secretary

In accordance with the provisions of Americans With Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding, contact the City Secretary's Office, Suite 201, 823 Rosenberg, Galveston, Texas 77550 (409-797-3510).

One or more members of the City Council may attend the meeting by videoconference. A quorum of the members of the City Council will be physically present at the meeting location.



City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH STAFF REPORT

Date: July 28, 2025

To: City Manager, Mayor and City Council Members

From: Marissa Barnett, Public Information Officer &
Barbara Ekelund-Sanderson, Executive Director of Parks, Recreation & Community Outreach

Project location: City Hall (823 25th Street) + **Project:** Video Streaming Services 3-Year
Online Services for Public Contract

Request: Consider for approval a contract to renew video streaming services for City Council and various other city board meetings with Granicus, LLC, utilizing TIPS Contract #220105, authorizing the City Manager to enter into a three (3) year contract, and sign all documents upon the review and approval of the City Attorney.

Prior Council Action

Please see below background.

Background

The City of Galveston's Community Outreach Division and Information Technology Department are responsible for streaming services related to meetings for City Council, Planning Commission, Landmark Commission, and the Industrial Development Corporation (IDC). Up for approval is a contract renewal of current services for a 3-year period. This includes features that are required to meet certain ADA accessibility requirements, such as post-meeting closed captioning, and searchable and navigable transcripts, as well as Facebook live streaming capabilities, and the indexing of meetings to have them remain available on-demand for the public.

The City of Galveston has utilized the video streaming services since 2010. Swagit Productions, LLC was the original contract, and they were acquired by Granicus, LLC in 2022. The City of Galveston uses Granicus to stream on Channel 16, the City's website and also to live-stream on the City of Galveston Facebook page. The City of Galveston installed video equipment in 2010 to provide these services, and the last major equipment upgrade was completed in 2020.

Granicus, LLC holds a contract from the "The Interlocal Purchasing System (TIPS)". Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation. Using TIPS Contract gives the City volume discounted pricing; saving the City of Galveston money.





City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH STAFF REPORT

Fiscal Impact Report

- **Total Cost.** The total three-year cost to the City is expected to be \$183,297.94, with that cost broken down below over each of the three years.
- **Funding Source.** Public Education Grant (P.E.G.) Funds

Contract Year	Monthly Cost	Total Annual Cost
Year 1 (August 1, 2025-July 31, 2026)	\$ 4,614.50	\$ 55,374.00
Year 2 (August 1, 2026-July 31, 2027)	\$ 5,075.95	\$ 60,911.40
Year 3 (August 1, 2027-July 31, 2028)	\$ 5,583.54	\$ 67,002.54
Total		\$ 183,297.94

Alternatives

- Approve a contract to renew video streaming services for City Council and various other city board meetings with Granicus, LLC, utilizing TIPS Contract #220105, authorizing the City Manager to enter into a three (3) year contract, and sign all documents upon the review and approval of the City Attorney.
- Do not approve the request.

Staff Recommendation

Staff recommends Alternative A, with Council approving a contract to renew video streaming services for City Council and various other city board meetings with Granicus, LLC, utilizing TIPS Contract #220105, authorizing the City Manager to enter into a three (3) year contract, and sign all documents upon the review and approval of the City Attorney.

Attachments

- Draft Contract with Granicus, LLC
- TIPS Contract #220105

Respectfully Submitted,

Marissa Barnett
Public Information Officer

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach



**Procurement Vehicle: TIPS 220105
In Support of: Galveston, TX****ORDER DETAILS**

Prepared By: Esteban Bonilla
Phone:
Email: esteban.bonilla@granicus.com
Order #: Q-448012
Prepared On: 07 Jul 2025
Expires On: 31 Jul 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 31 Jul 2025
Initial Order Term End Date: 31 Jul 2028
Period of Performance: 01 Aug 2025 - 31 Jul 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Avior™ 100	Monthly	1 Each	\$55,374.00
EASE™ 100	Monthly	1 Each	\$0.00
Social Media eXstream	Monthly	1 Each	\$0.00
Sound Search™	Monthly	1 Each	\$0.00
CaptionPM	Monthly	1 Hours	\$0.00
SUBTOTAL:			\$55,374.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Aug 2026 - 31 Jul 2027	01 Aug 2027 - 31 Jul 2028
Avior™ 100	\$60,911.40	\$67,002.54
EASE™ 100	\$0.00	\$0.00
Social Media eXstream	\$0.00	\$0.00
Sound Search™	\$0.00	\$0.00
CaptionPM	\$0.00	\$0.00
SUBTOTAL:	\$60,911.40	\$67,002.54

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ 100	AVIOR™ 100 Managed Service SaaS: Remote Switching for up to 100 meetings per year.
EASE™ 100	EASE™ 100 Managed Service SaaS: Up To 100 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
Social Media eXstream	Facebook Live or YouTube live streaming from an EASE encoder
Sound Search™	Sound Search: Speech-to-Text software that can include searchable and navigable transcripts of events. Search the spoken word audio of a meeting.
CaptionPM	CaptionPM - Post Meeting/Event Captioning Service in English, per hour. Video On-Demand closed captioning, with a VOD captions turnaround time of 4 - 5 business days from the end of the meeting.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-448012 dated 07 Jul 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Galveston, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-448012 dated 07 Jul 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	

ADDENDUM NO. 1 TO TIPS CONTRACT 220105 Technology Solutions Products and
Services

The following Contract, and all rights and obligations herein, have been permanently assigned by the originally awarded vendor to the Assignee who is now the legal party to this Contract as documented in the attached, executed Permanent Assignment, signed by authorized signatories for all parties.

The Interlocal Purchasing System (TIPS)
A Department of Education Service Center, Region 8 - (a Texas governmental entity)
4845 US Highway North, Pittsburg, Texas 75686

Permanent Assignment of TIPS Contract(s)
This is a Tri-Party Assignment Agreement.

The intent of this form (the "Agreement" or the "Assignment") is for a TIPS contracted vendor ("Assignor") to permanently assign all rights and obligations described under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor named herein. The Assignor retains no rights under the assigned contract(s). This contractual assignment of rights and obligations is exclusive and not rescindable by the Assignor.

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties to this assignment at the addresses provided in the signature block herein.

TIPS Contract(s) name and number: 220704 Audio Visual Equipment, Supplies, and Services

220105 Technology Solutions Products and Services

220701 Web Hosting, Services or Content Management

Assignor (original TIPS contract holder): Swagit Productions, LLC

Assignee (company assigned contract): Granicus LLC

Effective Date of Assignment(s): 28th Day, July 2023

The Assignor permanently assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee ("Assignee") as described herein until Assignor's TIPS contract(s) expires by its terms or this Assignment Agreement is terminated as provided therein or herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract(s) and must comply with all applicable federal, state and local law, regulations and rules. It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. The Assignor's TIPS Agreement, the incorporated TIPS Request for Proposal and the Assignor's response to the TIPS Request for Proposal are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit "A," shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" and is

up to 4% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is up to 4% of the total price of any sale under the assigned TIPS contract(s).

If applicable, payment and performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of proper and agreed compensation by the Assignee.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignee over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

All Parties understand and agree that all TIPS Administration Fees on sales reported to TIPS prior to the Effective Date of this Agreement must be paid by Assignor before execution of this agreement. All sales reported to TIPS after September 19, 2023 whether made by Assignee or Assignor and whether made before or after the Effective Date of this Agreement, shall be assumed and paid by Assignee. (Ex. Assignor makes a TIPS sale on September 1, Effective Date of Assignment is September 30th of the same year, the sale is reported to TIPS October 15th of the same year, Assignee shall be legally responsible for the TIPS Administration Fees due to TIPS for that sale).

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or invalidate any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts both verbal and written, between the Assignor and the Assignee have been superseded by this Agreement.

There are no third-party beneficiaries to this Agreement.

Notwithstanding the assignment of rights and obligations contained within the terms of this Agreement, no assignment or transfer of any rights or obligations under the documents identified as

Exhibit "A" or under this Agreement shall be made without prior notification of and written permission of TIPS.

The parties intend this statement of this Agreement including Exhibit "A" to constitute the complete, exclusive, and fully integrated statement of the Agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: David Fitts

Signature: David Wayne Fitts

Title: Executive Director

Address: 4845 US Highway 271 North

City, State Pittsburg, Texas

Zip: 75686 Date: 09.20.23

Name of Assignor Company: Swagit Productions, LLC

Printed Name of Authorized Signatory: Bryan Halley

Signature: DocuSigned by:
Bryan Halley
841D023A94BD4AA...

Title: President

Address: 12801 N. Central Expressway, Ste. 900

City, State Dallas, TX

Zip: 75243 Date: 7/25/2023

Name of Assignee Company: Granicus LLC

Printed Name of Authorized Signatory: Brendan Stierman

Signature: DocuSigned by:
Brendan Stierman
8E342585D3714DF...

Title: Manager, Contracts

Address: 408 Saint Peter St., Ste 600

City, State Saint Paul, MN

Zip: 55102 Date: 9/19/2023

EXHIBIT "A" DESCRIBED HEREIN IS ATTACHED OR HYPERLINKED BELOW

Exhibit "A" includes:

1. Assignor's TIPS Vendor Agreement is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
3. Assignor's response to the TIPS Request for Proposal is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Vendor Agreement:

https://www.tips-usa.com/assets/Vendorspdf/220704_CONTRACT_Audio_Visual_Swagit.pdf

https://www.tips-usa.com/assets/Vendorspdf/220105_CONTRACT_Technology_Solutions_Products_Svs_Swagit_Productions_LLC.pdf

https://www.tips-usa.com/assets/Vendorspdf/220701_CONTRACT_Web_Hosting_Swagit.pdf

TIPS Request for Competitive Sealed Proposal:

<https://www.tips-usa.com/assets/Commoditypdf/220704%20RFP%20Specifications.pdf>

<https://www.tips-usa.com/assets/Commoditypdf/220105%20RFP%20Specifications.pdf>

<https://www.tips-usa.com/assets/Commoditypdf/220701%20RFP%20Specifications.pdf>

Assignor's Response to the TIPS Request for Competitive Sealed Proposal:

https://www.tips-usa.com/assets/Vendorspdf/220704_CONTRACT_Audio_Visual_Swagit.pdf

https://www.tips-usa.com/assets/Vendorspdf/220105_CONTRACT_Technology_Solutions_Products_Svs_Swagit_Productions_LLC.pdf

https://www.tips-usa.com/assets/Vendorspdf/220701_CONTRACT_Web_Hosting_Swagit.pdf

It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. If all of the foregoing confidential/pricing documents or those documents named in Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

TIPS VENDOR AGREEMENT

Between Swagit Productions, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RFP 220105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Swagit Productions, LLC
Address 12801 North Central Expressway Suite 900
City Dallas State TX Zip 75243
Phone 214-432-5905 Fax 214-750-9513
Email of Authorized Representative nross@swagit.com
Name of Authorized Representative Natascha Ross
Title Account Manager
Signature of Authorized Representative 
Date 2/2/2022
TIPS Authorized Representative Name David Fitts
Title Executive Director
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 5-25-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220105 Addendum 1

Swagit Productions, LLC

Supplier Response

Event Information

Number: 220105 Addendum 1

Title: Technology Solutions, Products and Services

Type: Request for Proposal

Issue Date: 1/6/2022

Deadline: 2/25/2022 03:00 PM (CT)

Notes: **IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

TIPS 190103 Web and Cloud Computing Services

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Swagit Productions, LLC Information

Address: P.O. Box 251002
Plano, TX 75025
Phone: (214) 432-5905
Fax: (214) 432-5905
Toll Free: (214) 432-5905
Web Address: www.swagit.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Natascha Ross

Signature

Submitted at 2/24/2022 11:39:51 PM

nross@swagit.com

Email

Requested Attachments

Agreement Signature Form

220105 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

220105 Pricing Form 2 - DO Adds.xls

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

220105 Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

Product Description.docx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

220105 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

220105 Pricing Form 1 - DO Adds.xls

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

_swagit-logo-red-tagline-(on-white).jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

220105 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

W9.2022.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. NO
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2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a hands-free approach to always being connected to end-users information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive hands-free experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio, and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states, and school districts, Swagit has grown significantly and provides an open API that allows for integrations with all major Agenda/Document Management and Voting Solutions. This lets our clients choose the best Agenda/Voting Solution for their unique needs.

The Swagit content delivery network stretches across North America, ensuring fast connect times from the closest point-of-presence (POP) to an end user's location. Swagit's network is fully redundant, giving clients peace of mind and keeping with the Swagit motto, "Always Connected."

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Primary Contact Email

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2144325905
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
12	Secondary Contact Name Secondary Contact Name David Owusu
13	Secondary Contact Title Secondary Contact Title Sales
14	Secondary Contact Email Secondary Contact Email david@swagit.com
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2144325905
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Bryan Halley

19	Admin Fee Contact Email Admin Fee Contact Email corporate@swagit.com
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2144325905
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Bryan Halley
22	Purchase Order Contact Email Purchase Order Contact Email corporate@swagit.com
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 2144325905
24	Company Website Company Website (Format - www.company.com) www.swagit.com
25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. Swagit Productions, LLC
26	Primary Address Primary Address 12801 N Central Expy, Suite 900
27	Primary Address City Primary Address City Dallas
28	Primary Address State Primary Address State (2 Digit Abbreviation) TX
29	Primary Address Zip Primary Address Zip 75243

30

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

31

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

32

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

33

Company Residence (City)

Vendor's principal place of business is in the city of?

34

Company Residence (State)

Vendor's principal place of business is in the state of?

3
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

3
6**MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

3
7**Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
8**TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
9**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4
0**TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

4
1**Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
2**Years in Business as Proposing Company**

Years in business as proposing company?

4
3**Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4
4**Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

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NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

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6

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

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Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

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Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4
9

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☒ Yes, I certify (Yes)

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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5

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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7

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

58

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

59

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

60

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6
2

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6
3

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6
4**2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

6
5**FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

6
6**Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

6
7**Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6
8**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6
9**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

70

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

71

Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

☒ Yes, I Agree (Yes)

7
2

Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

7
3

Remedies Explanation of No Answer

7
4

Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7
5

Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

7
6**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

☐ Yes, I Agree

7
7**Infringement(s) Explanation of No Answer**

No response

7
8**Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☒ Yes, I Agree (Yes)

7
9**Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☒ Yes, I Agree (Yes)

80 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

8
2**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8
3**Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8
4**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
5**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

8
6**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

8
7**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
8**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
9**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

90

If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

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Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

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Member Access to Vendor Proposal

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

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Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94

Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

95

Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Disagree

9
6**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
7**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
8**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
9**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

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0**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

101

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

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Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions, Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities, within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference.

Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Louisiana State Legislature	Gary Schaefer, Senate Information Systems Coordinator	schaeferg@legis.la.gov	225-342-1001
Collin County, Texas	Tim Wyatt, Public Information Officer	twyatt@collincountytx.gov	972-548-4673
City of Austin, Texas	Keith Reeves, ATXN Station Manager	Keith.Reeves@austintexas.gov	512-974-7952

Required Confidential Information Status Form

Swagit Productions, LLC

Name of company

Bryan Halley, President

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

12801 N. Central Expy., Suite 900, Dallas TX 75243

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**OPTION 1:**

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

----- OR -----

OPTION 2:

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature **Bryan Halley** Digitally signed by Bryan Halley
Date: 2022.02.24 22:59:16 -06'00' Date **02/24/2022**



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date August 14, 2025

To: City Manager
Mayor and City Council Members

From: Hope Dean, Information Technology, Executive Director

Project location: N/A

Project: Staff Augmentation/Placement
Services

Request:

Consider for approval staff augmentation services and permanent placement fees through RobertHalf utilizing HGAC Contract No. TS06-25 in the amount of \$80,000.

Prior Council Action

None

Background

The Information Technology (IT) department is responsible for managing and supporting the technology infrastructure and systems within the city. Its primary role is to ensure that technology resources are effectively utilized, secure, and aligned with the city's goals and objectives. The department is responsible for the connectivity and secure operations of 27 facilities, the city's enterprise-wide network, public safety network, SCADA network, and a host of software applications utilized throughout the city including the Public Safety CAD/RMS software system, Utility Customer Service system, HR and Finance Software systems and is actively engaged in 3 major software upgrade projects. The department is comprised of multiple divisions that include infrastructure and security, enterprise applications, geographic information services (GIS) and deskside support (tier 1) and more than 800 endpoints (desktops, tablets, laptops, cell phone and mobile routing devices).



The Enterprise Applications Division is responsible for the management, configuration, and support of the City's enterprise software systems. Division staff ensure system uptime and work closely with departments to align technology solutions with business needs. In November 2024, a long-term employee retired, creating a critical vacancy. This individual provided day-to-day support for the City's Utility Customer Service application as well as the HR and Finance software systems. Additionally, the employee played a key role in the ERP implementation project, and their departure created a staffing gap in that effort.

Since the employee's departure from the City, staff have used temporary staffing services through Robert Half to fill the vacancy. In December 2024, staff requested and received Council approval for \$60,000 in funding to support this effort. That allocation has now been exhausted, and staff are requesting additional funding to continue utilizing Robert Half's services.

The Infrastructure Services division is currently budgeted for four full-time positions, with only two currently filled. The Infrastructure Administrator position has been posted for over 90 days, but efforts to identify a qualified candidate have been unsuccessful. As a result, the department has engaged Robert Half to assist in the recruitment process. Given the critical nature of this role and the level of access it requires to the City's infrastructure, the department intends to hire a qualified candidate on a full-time basis. This will require the payment of a finder's fee to Robert Half. The requested funding includes this one-time fee, contingent upon the successful placement of a qualified candidate.

Fiscal Impact Report

- **Funding Source.**
 - Information Technology Operating Budget
- **Total Cost.**
\$ 80,000

Alternatives

- Option 1 – Do not approve the purchase which would leave the position open and unfilled.
- Option 2 – Approve the purchase.

Staff Recommendation

Approve the purchase of staff augmentation services through RobertHalf utilizing HGAC Contract No. TS06-25 in the amount of \$80,000.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half Inc. - Public Services - ID: 14183 - TS06-25

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half Inc., dba Robert Half hereinafter referred to as the Contractor, having its principal place of business at P.O. Box 743295, Los Angeles, CA 90074.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of CONTRACTOR are

subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2025 and ends May 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

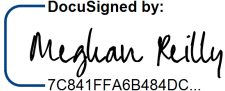
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Robert Half Inc. , dba Robert Half

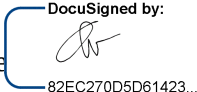
Signature 
7C841FFA6B484DC...

Name Meghan Reilly

Title Vice President - Contract Finance & Accounting

Date 5/30/2025

H-GAC

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/17/2025

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half Inc. - Public Services - ID: 14183

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."

If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation

and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement. Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Robert Half Inc. dba Robert Half
Temporary Staffing, Direct-Hire, and Other Employer Services
Contract No.: TS06-25
Pricing Effective: June 2025

Supplier	Product	Description	HGACBuy Discount
Robert Half	Temporary and Miscellaneous Departmental Staff Augmentation Services	Robert Half TS06-25 Response Price List Form	10%
Robert Half	Temp-to-Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Direct Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Executive Search and Placement Services	Robert Half TS06-25 Response Price List Form	List

ORDINANCE NO. _____

ORDINANCE CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY OF GALVESTON, TEXAS TO FUND CERTAIN PUBLIC IMPROVEMENTS FOR STREETS AND FIRE FACILITIES; MAKING PROVISIONS FOR THE CONDUCT AND THE GIVING OF NOTICE OF THE ELECTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the City Council (the “City Council”) of the City of Galveston, Texas (the “City”) finds and determines that it is necessary and advisable to call and hold an election for and within the City on the propositions hereinafter set forth; and

WHEREAS, the City Council hereby finds and determines that the public improvements contemplated in the propositions hereinafter set forth for (i) streets and related improvements, and (ii) fire facilities and related improvements, are necessary to improve and enhance certain public infrastructure for the health, benefit and safety of the citizens of the City; and

WHEREAS, the City Council hereby finds, determines and declares that said election shall be held on a uniform election date established by Section 41.001(a), Texas Election Code, as amended, as required by Texas law; and

WHEREAS, the City Council hereby finds, determines and declares that the meeting at which this Ordinance is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

Section 1. Findings. The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as part of the operative provisions hereof.

Section 2. Election Ordered; Date; Propositions. A bond election (the “Election”) shall be held for and within the City on Tuesday, November 4, 2025 (“Election Day”), a uniform election date established by Section 41.001(a), Texas Election Code, as amended (the “Code”). At the Election, the following propositions (the “Propositions”) shall be submitted to the qualified voters of the City in accordance with law:

CITY OF GALVESTON, TEXAS – PROPOSITION A

THIS IS A TAX INCREASE.

Shall the City Council of the City of Galveston, Texas (the “City”) be authorized to issue bonds of the City, which may be called City of Galveston, Texas, Public

Improvement Bonds, in the amount of \$50,000,000 for the purpose of providing funds for the design, construction, acquisition, improvement and equipment of streets and thoroughfares, including streetlighting, traffic signals, and related improvements, and the acquisition of easements and rights-of-way in connection therewith, said bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance, and to provide for the payment of the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds by levying an ad valorem tax upon all taxable property in the City, within the limits prescribed by law, sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due and to pay the costs of any credit agreements; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected under the constitution and laws of the State of Texas?

CITY OF GALVESTON, TEXAS – PROPOSITION B

THIS IS A TAX INCREASE.

Shall the City Council of the City of Galveston, Texas (the “City”) be authorized to issue bonds of the City, which may be called City of Galveston, Texas, Public Improvement Bonds, in the amount of \$10,000,000 for the purpose of the design, construction, acquisition and equipment of fire department and emergency facilities, including the replacement and construction of Fire Station No. 2, and the acquisition of land in connection therewith, said bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance, and to provide for the payment of the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds by levying an ad valorem tax upon all taxable property in the City, within the limits prescribed by law, sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due and to pay the costs of any credit agreements; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected under the constitution and laws of the State of Texas?

Section 3. Official Ballot.

(a) Voting at the Election, and early voting therefor, shall be by the use of the lawfully approved Galveston County, Texas (“Galveston County” or the “County”) voting systems and ballots.

(b) The preparation of the necessary equipment and the official ballots for the Election shall conform to the requirements of the Code so as to permit the electors to vote “FOR” or “AGAINST” each of the Propositions which shall be set forth on the ballots substantially in the following forms:

CITY OF GALVESTON, TEXAS – PROPOSITION A

THIS IS A TAX INCREASE.

- | | | |
|---------|---|--|
| FOR |) | The issuance of \$50,000,000 public improvement bonds for the design, construction, acquisition, improvement and equipment of streets and thoroughfares, including streetlighting, traffic signals, and related improvements, and the acquisition of |
| AGAINST |) | easements and rights-of-way in connection therewith, and the levying of a tax sufficient to pay the principal of and interest on the bonds and the costs of any credit agreements executed in connection with the bonds. |

CITY OF GALVESTON, TEXAS – PROPOSITION B

THIS IS A TAX INCREASE.

- | | | |
|---------|---|---|
| FOR |) | The issuance of \$10,000,000 public improvement bonds the design, construction, acquisition and equipment of fire department and emergency facilities, including the replacement and construction of Fire Station No. 2, and the acquisition of |
| AGAINST |) | land in connection therewith, and the levying of a tax sufficient to pay the principal of and interest on the bonds and the costs of any credit agreements executed in connection with the bonds. |

Section 4. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in English and Spanish in compliance with the Federal Voting Rights Act of 1965, as amended (the “Voting Rights Act”), and the Code, including particularly Chapter 272 of the Code pertaining to bilingual requirements.

Section 5. Persons Qualified to Vote. All resident, qualified voters of the City shall be eligible to vote at the Election.

Section 6. Election Precincts, Voting Locations and Voting Hours on Election Day. The election precincts for the Election shall consist of the territory within the boundaries of the City situated within one or more County election precincts located wholly or partially within the City. The precinct numbers for the City’s election precincts shall be the same as those assigned by the County to the County’s election precincts. The polling places for the Election are hereby designated to be those locations identified by the Galveston County Clerk (the “County Clerk”). Such locations are listed on Exhibit A attached hereto, which is incorporated herein by reference and made a part hereof for all purposes; provided, however, such locations may be changed if so

directed by the County Clerk without further action of the City. The County or the County Clerk are hereby authorized and directed to make such changes in polling locations as may be necessary for the proper conduct of the Election, without further action by the City, and the City Secretary or his/her designee is hereby authorized to update Exhibit A to reflect the locations designated by the County or the County Clerk, which locations are hereby approved. Each polling place shall be open from 7:00 A.M. to 7:00 P.M. on Election Day.

Section 7. County Clerk; Early Voting Clerk; Early Voting Locations, Dates and Times. (a) Dwight D. Sullivan, the County Clerk is hereby appointed as the Early Voting Clerk for purposes of this Election (the “Early Voting Clerk”) and agent for the custodian of voted ballots in the jurisdiction.

(b) The address for the Early Voting Clerk is 10000 Emmett F. Lowry Expressway, Suite 1152, Texas City, Texas 77591 and the Early Voting Clerk may be reached at the following: (i) Telephone: (409) 770-5108, (ii) Email: elections@co.galveston.tx.us and (iii) Website: www.galvestonvotes.org.

(c) Applications for early voting by mail shall be submitted to the Early Voting Clerk by regular mail to Attn: Ballots by Mail, C/O Dwight Sullivan, Galveston County Clerk, P.O. Box 17253, Galveston, Texas 77552-7253.

(d) The main early voting polling place for the City is hereby designated in Exhibit B.

(e) Early voting by personal appearance for all election precincts shall be held at the locations, at the times and on the days set forth in Exhibit B, attached hereto and incorporated herein, or at such other locations, times, and days as hereafter may be designated by the County or the County Clerk as provided in the Election Agreement without further action by the City. The City Secretary or his/her designee is hereby authorized to update Exhibit B to reflect the locations designated by the County or the County Clerk, and such locations are hereby approved.

(f) The County Clerk and/or the Early Voting Clerk are hereby authorized to appoint the members of the early voting ballot board and the presiding judges and alternate judges for each polling location in accordance with the requirements of the Code. Each of the presiding judges shall be authorized to approve the necessary election clerks to assist in conducting the Election.

(g) Voting times may be changed if directed by the County Clerk without further action by the City. The County Clerk is hereby authorized and directed to make such changes in voting hours as may be necessary for the proper conduct of the Election.

Section 8. Joint Election. The City has determined that it is in the best interest of the City to participate in a joint election with other governmental entities in the County holding elections on Election Day and to contract with the County for election services (the “Election Agreement”).

Section 9. Appointment of Election Officers. The election judges, alternate judges, clerks, members of the early voting ballot board, the central counting station officials, and other personnel necessary for conducting the Election shall be appointed, election judges and alternate judges may be changed, and the central counting station shall be established and staffed all as

provided in the Election Agreement and such actions are hereby approved. Further, the City Council hereby authorizes the Mayor to appoint any such other officials not designated herein or appointed pursuant to the Election Agreement as are necessary and appropriate to conduct the Election in accordance with the Code.

Section 10. Notice of Election. Notice of the Election shall be given by: (i) publishing a substantial copy of this Ordinance, in English and Spanish, two (2) times on the same day in consecutive weeks, with the first publication to occur not earlier than the thirtieth (30th) day nor later than the fourteenth (14th) day prior to the date set for the Election, in a newspaper published in the City (or that otherwise complies with applicable law), (ii) posting a copy of this Ordinance and the Voter Information Document (as hereinafter defined), in English and Spanish, on the bulletin board used for posting notices of meetings of the City Council and in at least three (3) other public places within the boundaries of the City, not later than the twenty-first (21st) day prior to the date set for the Election, and (iii) posting a copy of this Ordinance and the Voter Information Document, in English and Spanish, on the City's website, prominently and together with the notice of the Election, the contents of the Propositions and any sample ballot prepared for the election, not later than the twenty-first (21st) day prior to the date set for the Election through Election Day. Additionally, on Election Day and during early voting by personal appearance, this Ordinance and the Voter Information Document shall be posted in a prominent location at each polling place. Notice of the Election shall also be provided to the County Clerk and voter registrar of the County not later than the sixtieth (60th) day before the Election Day, which notice the County is hereby authorized and directed to post to its website not later than the twenty-first (21st) day prior to Election Day. Notice of the Election shall be posted to the City's internet website not later than the twenty-first (21st) day before the election, in compliance with Section 4.009, Texas Election Code, as amended. The website for the City can be found at <https://www.galveston.com/>.

Section 11. Conduct of Election. The Election shall be held in accordance with the Code, the Texas Government Code, and the Voting Rights Act.

Section 12. Information Required by Section 3.009 of the Election Code.

(a) City's Outstanding Debt. As of the date of this Ordinance, the City's aggregate principal amount of outstanding tax-supported debt was \$43,161,400 and the aggregate amount of outstanding interest on such tax-supported debt was \$13,674,031. As of the date of this Ordinance, the City's total ad valorem tax rate is \$0.428382 per \$100 of assessed valuation, which is made up of a maintenance and operations tax rate component of \$0.388169 per \$100 of assessed valuation and a debt service tax rate component of \$0.040213 per \$100 of assessed valuation of taxable property in the City.

(b) Issuance of New Debt. The City intends to issue the bonds authorized by the Propositions over a period of years in a manner and in accordance with a schedule to be determined by the City Council based upon a number of factors, including, but not limited to, the then-current needs of the City, demographic changes, prevailing market conditions, assessed valuations of property in the City, the use of variable rate debt and management of the City's short-term and long-term interest rate exposure. Market conditions, demographics and assessed valuations of property vary based upon a number of factors beyond the City's control. Therefore, the City cannot and does not guarantee a particular interest rate or tax rate associated with the bonds authorized by

the Propositions. As such, the information contained in this paragraph is provided solely for illustrative purposes and does not establish any limitations or restrictions or create a contract with the voters. The City estimates that, based on the City's current taxable assessed valuation, current market conditions as of the date of this Ordinance, and estimated future growth in the City's taxable assessed valuation, if the Propositions were approved and all of the bonds authorized by the Propositions were issued in accordance with the City's current projected plan of finance, the maximum interest rate on the bonds is not expected to exceed 5.06%.

(c) Additional Information Required by Section 3.009 of the Code. The additional information required by Section 3.009 of the Code is located in Sections 2 and 3 of this Ordinance.

Section 13. Voter Information Documents. The City Council hereby approves a voter information document for each Proposition (collectively, the "Voter Information Documents"), in substantially the forms presented to the City Council, with such changes as may be approved by the Mayor of the City, the City Manager, or their designee, acting on behalf of the City Council, in consultation with the City Attorney, bond counsel, and the financial advisor, as prescribed by Section 1251.052(b), Texas Government Code. The Mayor of the City, the City Manager, or their designee, acting on behalf of the City Council, is further authorized and directed to post or provide for the posting of the Voter Information Documents in the manner provided under Section 10 of this Ordinance and Section 1251.052(b), Texas Government Code.

Section 14. Necessary Actions. The Mayor, the City Manager, and the City Secretary of the City, or his/her designee, acting on behalf of the City Council, in consultation with the City Attorney and/or bond counsel are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including making changes or additions to polling places or procedures to the extent required or desirable as determined by the County Clerk and/or conforming the provisions of this Ordinance and the materials authorized hereunder to comply with any applicable changes in law made during the 89th Texas Legislative Session and any special sessions thereof or administrative interpretations of such laws.

Section 15. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 16. Effective Date. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

Section 17. Publication of Ordinance. It is hereby officially found, determined and declared that in accordance with the provisions of Sections 12 and 13 of Article II of the City Charter, this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption and may be read and published by descriptive caption only.

PASSED AND APPROVED the 14th day of August, 2025.

Mayor
City of Galveston, Texas

ATTEST:

City Secretary
City of Galveston, Texas

[SEAL]

EXHIBIT A

ELECTION DAY SCHEDULE AND LOCATIONS

Tuesday, November 4, 2025 – Polls are open from 7:00 a.m. to 7:00 p.m.

ELECTION DAY POLLING LOCATIONS*

Galveston County utilizes countywide voting centers. County voters may vote at any of the following locations on Election Day:

Polling Place	Room/Location	Address	City/Zip
Joe Faggard Community Center		1750 Highway 87	Crystal Beach, TX 77650
Galveston County Courthouse	2 nd Floor	722 Moody Ave.	Galveston, TX 77550
Galveston County MUD 12	2 nd Floor	2929 Highway 6	Bayou Vista, TX 77563
Carver Park Community Center	Thomas Carter Room	6415 Park Avenue	Texas City, TX 77568
La Marque Community Room		1109 B Bayou Road	La Marque, TX 77568
Dickinson City Hall	Meeting Room 2	4403 Highway 3	Dickinson, TX 77539
The Crossings	Hall	255 Egret Bay Blvd.	League City, TX 77573
Public Works Operation Center		1701 League City Pkwy.	League City, TX 77573
Village on the Park	Town Hall	400 E. Parkwood	Friendswood, TX 77546
High Island ISD		2113 6 th Street Gym	High Island, TX 77623
Moody Methodist Church	Fellowship Hall	2803 53 rd Street	Galveston, TX 77551
Greater St. Matthews	Fellowship Hall	6333 Highway 6	Hitchcock, TX 77563
Nessler Center	Surf Room	2010 5 th Ave. North	Texas City, TX 77590
Bay Colony West HOA		6621 Calder Road	Dickinson, TX 77539
JP Court, Precinct 1	Bayshore Annex Breakroom	4500 10 th Street	Bacliff, TX 77518
Education Support	Boardroom	2425 Main Street	League City, TX 77573
North County Annex	Multipurpose Room	174 Calder Road	League City, TX 77573
Seaside Church		16523 Termini-San Luis Pass	Jamaica Beach, TX 77554
GISD Administration Building	Chambers	3904 Ave. T	Galveston, TX 77550

Polling Place	Room/Location	Address	City/Zip
Santa Fe ISD Museum		13304 Highway 6	Santa Fe, TX 77510
Elections and Records Center	#1136	10000 Emmett F. Lowry	Texas City, TX 77591
Dickinson Community Center		2714 Highway 3	Dickinson, TX 77539
Kemah Community Center	Room 1	800 Harris	Kemah, TX 77565
Hometown Hero's Park		1011 E. League City Pkwy.	League City, TX 77573
First Baptist Friendswood	Room 209	209 S. Friendswood Dr.	Friendswood, TX 77546

* Subject to change. To verify, please go to the Galveston County elections website, www.galvestonvotes.org.

EXHIBIT B

Galveston County Early Voting Schedule – November 4, 2025 General Election*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	October 20 Early Voting 8am–5pm	October 21 Early Voting 8am–5pm	October 22 Early Voting 8am–5pm	October 23 Early Voting 8am–5pm	October 24 Early Voting 8am–5pm	
	October 27 Early Voting 8am–5pm	October 28 Early Voting 8am–5pm	October 29 Early Voting 8am–5pm	October 30 Early Voting 7am–7pm	October 31 Early Voting 7am–7pm	

Early Voting Locations*

Polling Place	Room/Location	Address	City/Zip
Galveston County Records and Election Center**	#1136	10000 Emmett F. Lowry Expressway #1136	Texas City, TX 77591
Joe Faggard Community Center		1750 Highway 87	Crystal Beach, TX 77650
Moody Methodist Church	Fellowship Hall	2803 53 rd Street	Galveston, TX 77551
Greater St. Matthews		6333 Hwy 6	Hitchcock, TX 77563
Nessler Center	Surf Room	2010 5 th Ave. North	Texas City, TX 77590
Dickinson Community Center		2714 Highway 3	Dickinson, TX 77539
The Crossings	Hall	255 Egret Bay Blvd.	League City, TX 77573
Public Works Operation Center		1701 W. League City Pkwy	League City, TX 77573
Seaside Church		16523 Termini-San Luis Pass	Jamaica Beach, TX 77554
Galveston County Courthouse	2 nd Floor	722 Moody Ave.	Galveston, TX 77550
Santa Fe ISD Museum		13304 Highway 6	Santa Fe, TX 77510
La Marque Community Room		1109 B Bayou Road	La Marque, TX 77568
JP Court, Precinct 1	Bayshore Annex Breakroom	4500 10 th Street	Bacliff, TX 77518
Hometown Hero's Park		1011 E. League City Pkwy.	League City, TX 77573
Village on the Park	Town Hall	400 E. Parkwood	Friendswood, TX 77546

Polling Place	Room/Location	Address	City/Zip
Galveston County Justice Center	1 st Floor Break Room	600 59 th Street	Galveston, TX 77551
Galveston County MUD 12	2 nd Floor	2929 Highway 6	Bayou Vista, TX 77563
Carver Park Community Room	Thomas Carter Room	6415 Park Ave.	Texas City, TX 77591
Bay Colony West HOA		6621 Calder Rd.	Dickinson, TX 77539
Kemah Community Center	Room 1	800 Harris	Kemah, TX 77565
North County Annex	Community Room	174 Calder Road	League City, TX 77573
First Baptist Friendswood	Room 209	209 S. Friendswood Dr.	Friendswood, TX 77546

* Subject to change. To verify, please go to the Galveston County elections website, www.galvestonvotes.org.

** Main Early Voting Polling Location.

Important Note: Registered voters eligible to vote in the Election may vote at any of the above early voting locations.

If qualified, voters may request an application by mail, by calling (409) 770-5108 or by written request by regular mail to:

Attn: Ballots by Mail, C/O Dwight Sullivan
Galveston County Clerk
P.O. Box 17253
Galveston, Texas 77552-7253.

ORDINANCE NO. _____

ORDINANCE CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY OF GALVESTON, TEXAS TO FUND CERTAIN PUBLIC IMPROVEMENTS FOR STREETS AND FIRE FACILITIES; MAKING PROVISIONS FOR THE CONDUCT AND THE GIVING OF NOTICE OF THE ELECTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the City Council (the “City Council”) of the City of Galveston, Texas (the “City”) finds and determines that it is necessary and advisable to call and hold an election for and within the City on the propositions hereinafter set forth; and

WHEREAS, the City Council hereby finds and determines that the public improvements contemplated in the propositions hereinafter set forth for (i) streets and related improvements, and (ii) fire facilities and related improvements, are necessary to improve and enhance certain public infrastructure for the health, benefit and safety of the citizens of the City; and

WHEREAS, the City Council hereby finds, determines and declares that said election shall be held on a uniform election date established by Section 41.001(a), Texas Election Code, as amended, as required by Texas law; and

WHEREAS, the City Council hereby finds, determines and declares that the meeting at which this Ordinance is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

Section 1. Findings. The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as part of the operative provisions hereof.

Section 2. Election Ordered; Date; Propositions. A bond election (the “Election”) shall be held for and within the City on Tuesday, November 4, 2025 (“Election Day”), a uniform election date established by Section 41.001(a), Texas Election Code, as amended (the “Code”). At the Election, the following propositions (the “Propositions”) shall be submitted to the qualified voters of the City in accordance with law:

CITY OF GALVESTON, TEXAS – PROPOSITION A

THIS IS A TAX INCREASE.

Shall the City Council of the City of Galveston, Texas (the “City”) be authorized to issue bonds of the City, which may be called City of Galveston, Texas, Public

Improvement Bonds, in the amount of \$50,000,000 for the purpose of providing funds for the design, construction, acquisition, improvement and equipment of streets and thoroughfares, including streetlighting, traffic signals, and related improvements, and the acquisition of easements and rights-of-way in connection therewith, said bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance, and to provide for the payment of the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds by levying an ad valorem tax upon all taxable property in the City, within the limits prescribed by law, sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due and to pay the costs of any credit agreements; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected under the constitution and laws of the State of Texas?

CITY OF GALVESTON, TEXAS – PROPOSITION B

THIS IS A TAX INCREASE.

Shall the City Council of the City of Galveston, Texas (the “City”) be authorized to issue bonds of the City, which may be called City of Galveston, Texas, Public Improvement Bonds, in the amount of \$10,000,000 for the purpose of the design, construction, acquisition and equipment of fire department and emergency facilities, including the replacement and construction of Fire Station No. 2, and the acquisition of land in connection therewith, said bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date or dates, to be issued in various issues or series, to be sold at any price or prices and to bear interest at any rate or rates, not to exceed the maximum rate now or hereafter authorized by law, all as shall be determined within the discretion of the City Council at the time of issuance, and to provide for the payment of the principal of and interest on said bonds and the costs of any credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds by levying an ad valorem tax upon all taxable property in the City, within the limits prescribed by law, sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due and to pay the costs of any credit agreements; said bonds to be issued and said taxes to be levied, pledged, assessed, and collected under the constitution and laws of the State of Texas?

Section 3. Official Ballot.

(a) Voting at the Election, and early voting therefor, shall be by the use of the lawfully approved Galveston County, Texas (“Galveston County” or the “County”) voting systems and ballots.

(b) The preparation of the necessary equipment and the official ballots for the Election shall conform to the requirements of the Code so as to permit the electors to vote “FOR” or “AGAINST” each of the Propositions which shall be set forth on the ballots substantially in the following forms:

CITY OF GALVESTON, TEXAS – PROPOSITION A

THIS IS A TAX INCREASE.

- | | | |
|---------|---|--|
| FOR |) | The issuance of \$50,000,000 public improvement bonds for the design, construction, acquisition, improvement and equipment of streets and thoroughfares, including streetlighting, traffic signals, and related improvements, and the acquisition of |
| AGAINST |) | easements and rights-of-way in connection therewith, and the levying of a tax sufficient to pay the principal of and interest on the bonds and the costs of any credit agreements executed in connection with the bonds. |

CITY OF GALVESTON, TEXAS – PROPOSITION B

THIS IS A TAX INCREASE.

- | | | |
|---------|---|---|
| FOR |) | The issuance of \$10,000,000 public improvement bonds the design, construction, acquisition and equipment of fire department and emergency facilities, including the replacement and construction of Fire Station No. 2, and the acquisition of |
| AGAINST |) | land in connection therewith, and the levying of a tax sufficient to pay the principal of and interest on the bonds and the costs of any credit agreements executed in connection with the bonds. |

Section 4. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in English and Spanish in compliance with the Federal Voting Rights Act of 1965, as amended (the “Voting Rights Act”), and the Code, including particularly Chapter 272 of the Code pertaining to bilingual requirements.

Section 5. Persons Qualified to Vote. All resident, qualified voters of the City shall be eligible to vote at the Election.

Section 6. Election Precincts, Voting Locations and Voting Hours on Election Day. The election precincts for the Election shall consist of the territory within the boundaries of the City situated within one or more County election precincts located wholly or partially within the City. The precinct numbers for the City's election precincts shall be the same as those assigned by the County to the County's election precincts. The polling places for the Election are hereby designated to be those locations identified by the Galveston County Clerk (the "County Clerk"). Such locations are listed on Exhibit A attached hereto, which is incorporated herein by reference and made a part hereof for all purposes; provided, however, such locations may be changed if so directed by the County Clerk without further action of the City. The County or the County Clerk are hereby authorized and directed to make such changes in polling locations as may be necessary for the proper conduct of the Election, without further action by the City, and the City Secretary or his/her designee is hereby authorized to update Exhibit A to reflect the locations designated by the County or the County Clerk, which locations are hereby approved. Each polling place shall be open from 7:00 A.M. to 7:00 P.M. on Election Day.

Section 7. County Clerk; Early Voting Clerk; Early Voting Locations, Dates and Times. (a) Dwight D. Sullivan, the County Clerk is hereby appointed as the Early Voting Clerk for purposes of this Election (the "Early Voting Clerk") and agent for the custodian of voted ballots in the jurisdiction.

(b) The address for the Early Voting Clerk is 10000 Emmett F. Lowry Expressway, Suite 1152, Texas City, Texas 77591 and the Early Voting Clerk may be reached at the following: (i) Telephone: (409) 770-5108, (ii) Email: elections@co.galveston.tx.us and (iii) Website: www.galvestonvotes.org.

(c) Applications for early voting by mail shall be submitted to the Early Voting Clerk by regular mail to Attn: Ballots by Mail, C/O Dwight Sullivan, Galveston County Clerk, P.O. Box 17253, Galveston, Texas 77552-7253.

(d) The main early voting polling place for the City is hereby designated in Exhibit B.

(e) Early voting by personal appearance for all election precincts shall be held at the locations, at the times and on the days set forth in Exhibit B, attached hereto and incorporated herein, or at such other locations, times, and days as hereafter may be designated by the County or the County Clerk as provided in the Election Agreement without further action by the City. The City Secretary or his/her designee is hereby authorized to update Exhibit B to reflect the locations designated by the County or the County Clerk, and such locations are hereby approved.

(f) The County Clerk and/or the Early Voting Clerk are hereby authorized to appoint the members of the early voting ballot board and the presiding judges and alternate judges for each polling location in accordance with the requirements of the Code. Each of the presiding judges shall be authorized to approve the necessary election clerks to assist in conducting the Election.

(g) Voting times may be changed if directed by the County Clerk without further action by the City. The County Clerk is hereby authorized and directed to make such changes in voting hours as may be necessary for the proper conduct of the Election.

Section 8. Joint Election. The City has determined that it is in the best interest of the City to participate in a joint election with other governmental entities in the County holding elections on Election Day and to contract with the County for election services (the “Election Agreement”).

Section 9. Appointment of Election Officers. The election judges, alternate judges, clerks, members of the early voting ballot board, the central counting station officials, and other personnel necessary for conducting the Election shall be appointed, election judges and alternate judges may be changed, and the central counting station shall be established and staffed all as provided in the Election Agreement and such actions are hereby approved. Further, the City Council hereby authorizes the Mayor to appoint any such other officials not designated herein or appointed pursuant to the Election Agreement as are necessary and appropriate to conduct the Election in accordance with the Code.

Section 10. Notice of Election. Notice of the Election shall be given by: (i) publishing a substantial copy of this Ordinance, in English and Spanish, two (2) times on the same day in consecutive weeks, with the first publication to occur not earlier than the thirtieth (30th) day nor later than the fourteenth (14th) day prior to the date set for the Election, in a newspaper published in the City (or that otherwise complies with applicable law), (ii) posting a copy of this Ordinance and the Voter Information Document (as hereinafter defined), in English and Spanish, on the bulletin board used for posting notices of meetings of the City Council and in at least three (3) other public places within the boundaries of the City, not later than the twenty-first (21st) day prior to the date set for the Election, and (iii) posting a copy of this Ordinance and the Voter Information Document, in English and Spanish, on the City’s website, prominently and together with the notice of the Election, the contents of the Propositions and any sample ballot prepared for the election, not later than the twenty-first (21st) day prior to the date set for the Election through Election Day. Additionally, on Election Day and during early voting by personal appearance, this Ordinance and the Voter Information Document shall be posted in a prominent location at each polling place. Notice of the Election shall also be provided to the County Clerk and voter registrar of the County not later than the sixtieth (60th) day before the Election Day, which notice the County is hereby authorized and directed to post to its website not later than the twenty-first (21st) day prior to Election Day. Notice of the Election shall be posted to the City’s internet website not later than the twenty-first (21st) day before the election, in compliance with Section 4.009, Texas Election Code, as amended. The website for the City can be found at <https://www.galveston.com/>.

Section 11. Conduct of Election. The Election shall be held in accordance with the Code, the Texas Government Code, and the Voting Rights Act.

Section 12. Information Required by Section 3.009 of the Election Code.

(a) City’s Outstanding Debt. As of the date of this Ordinance, the City’s aggregate principal amount of outstanding tax-supported debt was \$43,161,400 and the aggregate amount of outstanding interest on such tax-supported debt was \$13,674,031. As of the date of this Ordinance, the City’s total ad valorem tax rate is \$0.428382 per \$100 of assessed valuation, which is made up of a maintenance and operations tax rate component of \$0.388169 per \$100 of

assessed valuation and a debt service tax rate component of \$0.040213 per \$100 of assessed valuation of taxable property in the City.

(b) Issuance of New Debt. The City intends to issue the bonds authorized by the Propositions over a period of years in a manner and in accordance with a schedule to be determined by the City Council based upon a number of factors, including, but not limited to, the then-current needs of the City, demographic changes, prevailing market conditions, assessed valuations of property in the City, the use of variable rate debt and management of the City's short-term and long-term interest rate exposure. Market conditions, demographics and assessed valuations of property vary based upon a number of factors beyond the City's control. Therefore, the City cannot and does not guarantee a particular interest rate or tax rate associated with the bonds authorized by the Propositions. As such, the information contained in this paragraph is provided solely for illustrative purposes and does not establish any limitations or restrictions or create a contract with the voters. The City estimates that, based on the City's current taxable assessed valuation, current market conditions as of the date of this Ordinance, and estimated future growth in the City's taxable assessed valuation, if the Propositions were approved and all of the bonds authorized by the Propositions were issued in accordance with the City's current projected plan of finance, the maximum interest rate on the bonds is not expected to exceed 5.06%.

(c) Additional Information Required by Section 3.009 of the Code. The additional information required by Section 3.009 of the Code is located in Sections 2 and 3 of this Ordinance.

Section 13. Voter Information Documents. The City Council hereby approves a voter information document for each Proposition (collectively, the "Voter Information Documents"), in substantially the forms presented to the City Council, with such changes as may be approved by the Mayor of the City, the City Manager, or their designee, acting on behalf of the City Council, in consultation with the City Attorney, bond counsel, and the financial advisor, as prescribed by Section 1251.052(b), Texas Government Code. The Mayor of the City, the City Manager, or their designee, acting on behalf of the City Council, is further authorized and directed to post or provide for the posting of the Voter Information Documents in the manner provided under Section 10 of this Ordinance and Section 1251.052(b), Texas Government Code.

Section 14. Necessary Actions. The Mayor, the City Manager, and the City Secretary of the City, or his/her designee, acting on behalf of the City Council, in consultation with the City Attorney and/or bond counsel are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including making changes or additions to polling places or procedures to the extent required or desirable as determined by the County Clerk and ~~modifying or conforming~~ the provisions of this Ordinance ~~to facilitate compliance with~~ and the materials authorized hereunder to comply with any applicable changes in law made during the 89th Texas Legislative Session and any special sessions thereof or administrative interpretations of such laws.

Section 15. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for

any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 16. Effective Date. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

Section 17. Publication of Ordinance. It is hereby officially found, determined and declared that in accordance with the provisions of Sections 12 and 13 of Article II of the City Charter, this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption and may be read and published by descriptive caption only.

PASSED AND APPROVED the 14th day of August, 2025.

Mayor
City of Galveston, Texas

ATTEST:

City Secretary
City of Galveston, Texas

[SEAL]

EXHIBIT A

ELECTION DAY SCHEDULE AND LOCATIONS

Tuesday, November 4, 2025 – Polls are open from 7:00 a.m. to 7:00 p.m.

ELECTION DAY POLLING LOCATIONS*

*Galveston County utilizes countywide ~~voting~~ **voting** centers. County voters may vote at any of the following locations on Election Day:*

Polling Place	Room/Location	Address	City/Zip
Joe Faggard Community Center		1750 Highway 87	Crystal Beach, TX 77650
Galveston County Courthouse	2nd Floor	722 Moody Ave.	Galveston, TX 77550
Galveston County MUD 12	2nd Floor	2929 Highway 6	Bayou Vista, TX 77563
Carver Park Community Center	Thomas Carter Room	6415 Park Avenue	Texas City, TX 77568
La Marque Community Room	Community Room	1109 B Bayou Road	La Marque, TX 77568
Dickinson City Hall	Meeting Room 2	4403 Highway 3	Dickinson, TX 77539
The Crossings	Hall	255 Egret Bay Blvd.	League City, TX 77573
Public Works Operation Center		1701 League City Pkwy.	League City, TX 77573
Village on the Park	Town Hall	400 E. Parkwood	Friendswood, TX 77546
High Island ISD		2113 6th Street Gym	High Island, TX 77623
Moody Methodist Church	Fellowship Hall	2803 53rd Street	Galveston, TX 77551
Greater St. Matthews	Fellowship Hall	6333 Highway 6	Hitchcock, TX 77563
Nessler Center	Surf Room	2010 5th Ave. North	Texas City, TX 77590
Bay Colony West HOA		6621 Calder Road	Dickinson, TX 77539
JP Court, Precinct 1	Bayshore Annex Breakroom	4500 10th Street	Bacliff, TX 77518
Education Support	Boardroom	2425 Main Street	League City, TX 77573
North County Annex	Multipurpose Room	174 Calder Road	League City, TX 77573
Seaside Church		16523 Termini-San Luis Pass	Jamaica Beach, TX 77554

Polling Place	Room/Location	Address	City/Zip
GISD Administration Building	Chambers	3904 Ave. T	Galveston, TX 77550
Santa Fe ISD Museum		13304 Highway 6	Santa Fe, TX 77510
Elections and Records Center	#1136	10000 Emmett F. Lowry	Texas City, TX 77591
Dickinson Community Center		2714 Highway 3	Dickinson, TX 77539
Kemah Community Center	Room 1	800 Harris	Kemah, TX 77565
Hometown Hero's Park		1011 E. League City Pkwy.	League City, TX 77573
First Baptist Friendswood	Room 209	209 S. Friendswood Dr.	Friendswood, TX 77546

~~[The polling locations will be supplemented by Galveston County. The Exhibit will be updated with the final list of polling locations when received from Galveston County.]~~

* Subject to change. To verify, please go to the Galveston County elections website, www.galvestonvotes.org.

EXHIBIT B

Galveston County Early Voting Schedule – November 4, 2025 General Election*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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October 26 Early Voting 8am–5pm	October 27 Early Voting 8am–5pm	October 28 Early Voting 8am–5pm	October 29 Early Voting 8am–5pm	October 30 Early Voting 7am–7pm	October 31 Early Voting 7am–7pm	

Early Voting Locations*

[The polling locations will be supplemented by Galveston County. The Exhibit will be updated with the final list of polling locations when received from Galveston County.]

Polling Place	Room/Location	Address	City/Zip
Galveston County Records and Election Center**	#1152 1136	10000 Emmett F. Lowry Expressway #1152 1136	Texas City, TX 77591
Joe Faggard Community Center		1750 Highway 87	Crystal Beach, TX 77650
Moody Methodist Church	Fellowship Hall	2803 53rd Street	Galveston, TX 77551
Greater St. Matthews		6333 Hwy 6	Hitchcock, TX 77563
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Santa Fe ISD Museum		13304 Highway 6	Santa Fe, TX 77510
La Marque Community Room	Community Room	1109 B Bayou Road	La Marque, TX 77568
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Hometown Hero's Park		1011 E. League City Pkwy.	League City, TX 77573

Polling Place	Room/Location	Address	City/Zip
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Galveston County Justice Center	1st Floor Break Room	600 59th Street	Galveston, TX 77551
Galveston County MUD 12	2nd Floor	2929 Highway 6	Bayou Vista, TX 77563
Carver Park Community Room	Thomas Carter Room	6415 Park Ave.	Texas City, TX 77591
Bay Colony West HOA		6621 Calder Rd.	Dickinson, TX 77539
Kemah Community Center	Room 1	800 Harris	Kemah, TX 77565
North County Annex	Community Room	174 Calder Road	League City, TX 77573
First Baptist Friendswood	Room 209	209 S. Friendswood Dr.	Friendswood, TX 77546

* Subject to change. To verify, please go to the Galveston County elections website, www.galvestonvotes.org.

** Main Early Voting Polling Location.

Important Note: Registered voters eligible to vote in the Election may vote at any of the above early voting locations.

If qualified, voters may request an application by mail, by calling (409) 770-5108 or by written request by regular mail to:

Attn: Ballots by Mail, C/O Dwight Sullivan
Galveston County Clerk
P.O. Box 17253
Galveston, Texas 77552-7253.

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 8/7/2025 10:22:49 AM	
Style name: Bracewell Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bracewell.cloudimanage.com/IM/10790393/9	
Modified DMS: iw://bracewell.cloudimanage.com/IM/10790393/10	
Changes:	
<u>Add</u>	16
Delete	19
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	41
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	76

2025 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Galveston

409-797-3562

Taxing Unit Name

Phone (area code and number)

823 Rosenberg Street, Galveston, Texas 77550

www.galvestontx.gov

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 12,509,665,786
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 1,345,712,663
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 11,163,953,123
4.	Prior year total adopted tax rate.	\$ 0.408850 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 688,143,279 B. Prior year values resulting from final court decisions: - \$ 574,639,374 C. Prior year value loss. Subtract B from A.³	\$ 113,503,905
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 0 B. Prior year disputed value: - \$ 0 C. Prior year undisputed value. Subtract B from A.⁴	\$ 0
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 113,503,905

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 11,277,457,028
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 4,300
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 8,596,233 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 37,087,821 C. Value loss. Add A and B.⁶	\$ 45,684,054
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 208,876 B. Current year productivity or special appraised value: - \$ 1,150 C. Value loss. Subtract B from A.⁷	\$ 207,726
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 45,896,080
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 172,080,005
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 11,059,480,943
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 45,216,687
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 339,227
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 45,555,914
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 12,407,888,224 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹² - \$ 173,045,368 E. Total current year value. Add A and B, then subtract C and D.	\$ 12,234,842,856

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 464,366,788 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 0 C. Total value under protest or not certified. Add A and B.	\$ 464,366,788
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 1,359,292,184
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁷ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ¹⁸ If completing this section, the taxing unit must include supporting documentation in Section 9. ¹⁹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²⁰	\$ 11,339,917,460
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ²¹	\$ 0
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ²²	\$ 193,040,568
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 193,040,568
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 11,146,876,892
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²³	\$ 0.408687 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁴	\$ _____ /\$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)

¹⁸ Tex. Tax Code §26.012(1-a)

¹⁹ Tex. Tax Code §26.04(d-3)

²⁰ Tex. Tax Code §26.012(6)

²¹ Tex. Tax Code §26.012(17)

²² Tex. Tax Code §26.012(17)

²³ Tex. Tax Code §26.04(c)

²⁴ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.368637 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,277,457,028
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 41,572,879
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year. + \$ 303,067 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. - \$ 634,357 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -331,290 E. Add Line 31 to 32D.	\$ 41,241,589
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,146,876,892
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.369983 /\$100
35.	Rate adjustment for state criminal justice mandate. ²⁶ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁷ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100

²⁵ [Reserved for expansion]²⁶ Tex. Tax Code §26.044²⁷ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
37.	Rate adjustment for county indigent defense compensation. ²⁸ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for county hospital expenditures. ²⁹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ 0.369983 /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. \$ 7,669,460 B. Divide Line 41A by Line 33 and multiply by \$100 \$ 0.068803 /\$100 C. Add Line 41B to Line 40.	\$ 0.438786 /\$100
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ 0.454143 /\$100

²⁸ Tex. Tax Code §26.0442²⁹ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08.³⁰ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	\$ 0.000000 / \$100
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.³¹ Enter debt amount \$ 4,674,253 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 4,674,253	\$ 4,674,253
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³²	\$ 211,146
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 4,463,107
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector.³³ 99.00 % B. Enter the prior year actual collection rate..... 99.00 % C. Enter the 2023 actual collection rate. 99.39 % D. Enter the 2022 actual collection rate. 99.84 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³⁴ 99.00 %	99.00 %
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 4,508,188
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,339,917,460
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.039755 / \$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.493898 / \$100
D50.	Disaster Line 50 (D50): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.	\$ 0.000000 / \$100

³⁰ Tex. Tax Code §26.042(a)³¹ Tex. Tax Code §26.012(7)³² Tex. Tax Code §26.012(10) and 26.04(b)³³ Tex. Tax Code §26.04(b)³⁴ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
51.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³⁵ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³⁶ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁷ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 7,669,460
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,339,917,460
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.067632 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ³⁸ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.408687 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.408687 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁹ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.493898 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.426266 /\$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁰ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴¹	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,339,917,460
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100

³⁵ Tex. Tax Code §26.041(d)

³⁶ Tex. Tax Code §26.041(i)

³⁷ Tex. Tax Code §26.041(d)

³⁸ Tex. Tax Code §26.04(c)

³⁹ Tex. Tax Code §26.04(c)

⁴⁰ Tex. Tax Code §26.045(d)

⁴¹ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0.426266 /\$100

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴² The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴³

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁴
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴⁵ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴⁶

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁷

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value A. Voter-approval tax rate (Line 68) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2024 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.430530 /\$100 \$ 0.022748 /\$100 \$ 0.407782 /\$100 \$ 0.408850 /\$100 \$ -0.001068 /\$100 \$ 11,215,044,521 \$ 0
65.	Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.430721 /\$100 \$ 0.003728 /\$100 \$ 0.426993 /\$100 \$ 0.408850 /\$100 \$ 0.018143 /\$100 \$ 10,601,722,153 \$ 1,923,470
66.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.451386 /\$100 \$ 0.000037 /\$100 \$ 0.451349 /\$100 \$ 0.444500 /\$100 \$ 0.006849 /\$100 \$ 9,166,160,829 \$ 627,790
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 2,551,260 /\$100
68.	2025 Unused Increment Rate. Divide Line 67 by Line 22 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.022498 /\$100
69.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.448764 /\$100

⁴² Tex. Tax Code §26.013(b)

⁴³ Tex. Tax Code §526.013(a)(1-a), (1-b), and (2)

⁴⁴ Tex. Tax Code §526.04(c)(2)(A) and 26.042(a)

⁴⁵ Tex. Tax Code §526.0501(a) and (c)

⁴⁶ Tex. Local Gov't Code §120.007(d)

⁴⁷ Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁸ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁹

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.369983 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,339,917,460
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.004409 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.039755 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.000000 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁰

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁵¹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2024 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.408850 /\$100
76.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵² If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵³ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
77.	Increase in 2024 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,059,480,943
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted 2024 taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 11,146,876,892
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵³	\$ 0.000000 /\$100

⁴⁸ Tex. Tax Code §26.012(8-a)

⁴⁹ Tex. Tax Code §26.063(a)(1)

⁵⁰ Tex. Tax Code §26.042(b)

⁵¹ Tex. Tax Code §26.042(f)

⁵² Tex. Tax Code §26.042(c)

⁵³ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ 0.448764 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.408687 /\$100
 As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).
 Indicate the line number used: 27

Voter-approval tax rate. \$ 0.448764 /\$100
 As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).
 Indicate the line number used: 69

De minimis rate. \$ 0.000000 /\$100
 If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁴

print
here

Cheryl E. Johnson, PCC, CTOP

Printed Name of Taxing Unit Representative

sign
here

Cheryl E. Johnson

Taxing Unit Representative

August 8, 2025

Date

⁵⁴ Tex. Tax Code §§26.04(c-2) and (d-2)

2025 CERTIFIED TOTALS

Property Count: 35,573

C30 - GALVESTON CITY
ARB Approved Totals

8/8/2025

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Land			Value		
Homesite:		972,516,502			
Non Homesite:		3,410,326,478			
Ag Market:		54,642,117			
Timber Market:		0	Total Land	(+)	4,437,485,097
Improvement			Value		
Homesite:		3,323,485,307			
Non Homesite:		9,910,988,138	Total Improvements	(+)	13,234,473,445
Non Real		Count	Value		
Personal Property:	4,858	761,435,543			
Mineral Property:	19	1,112,421			
Autos:	0	0	Total Non Real	(+)	762,547,964
			Market Value	=	18,434,506,506
Ag		Non Exempt	Exempt		
Total Productivity Market:	53,213,457	1,428,660			
Ag Use:	173,191	3,970	Productivity Loss	(-)	53,040,266
Timber Use:	0	0	Appraised Value	=	18,381,466,240
Productivity Loss:	53,040,266	1,424,690			
			Homestead Cap	(-)	716,991,666
			23.231 Cap	(-)	475,811,556
			Assessed Value	=	17,188,663,018
			Total Exemptions Amount (Breakdown on Next Page)	(-)	4,780,774,794
			Net Taxable	=	12,407,888,224

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	103,204,412	71,184,021	182,843.66	187,675.38	393		
DPS	7,032,945	5,186,910	10,531.95	10,600.82	26		
OV65	1,725,879,878	1,250,144,686	3,617,348.22	3,702,370.94	4,395		
Total	1,836,117,235	1,326,515,617	3,810,723.83	3,900,647.14	4,814	Freeze Taxable	(-) 1,326,515,617
Tax Rate	0.4088500						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	335,660	259,632	187,518	72,114	1		
OV65	6,398,784	4,740,900	4,028,819	712,081	13		
Total	6,734,444	5,000,532	4,216,337	784,195	14	Transfer Adjustment	(-) 784,195
						Freeze Adjusted Taxable	= 11,080,588,412

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 49,113,709.55 = 11,080,588,412 * (0.4088500 / 100) + 3,810,723.83

Certified Estimate of Market Value: 18,434,506,506
 Certified Estimate of Taxable Value: 12,407,888,224

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2025 CERTIFIED TOTALS

Property Count: 35,573

C30 - GALVESTON CITY
ARB Approved Totals

8/8/2025

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Exemption Breakdown

Exemption	Count	Local	State	Total
CHODO (Partial)	1	169,980	0	169,980
DP	423	4,086,734	0	4,086,734
DPS	26	0	0	0
DV1	47	0	438,000	438,000
DV1S	2	0	10,000	10,000
DV2	34	0	345,000	345,000
DV3	39	0	428,000	428,000
DV4	106	0	1,260,000	1,260,000
DV4S	10	0	114,000	114,000
DVHS	152	0	55,175,432	55,175,432
DVHSS	14	0	4,814,737	4,814,737
EX-XG	9	0	4,912,274	4,912,274
EX-XJ	2	0	6,774,690	6,774,690
EX-XV	1,427	0	3,711,248,728	3,711,248,728
EX-XV (Prorated)	5	0	725,758	725,758
EX366	324	0	395,690	395,690
FR	6	59,636,875	0	59,636,875
HS	9,432	787,148,579	0	787,148,579
HT	33	9,130,481	0	9,130,481
LVE	18	14,937,020	0	14,937,020
OV65	5,135	75,458,818	0	75,458,818
OV65S	35	480,000	0	480,000
PC	5	42,394,608	0	42,394,608
SO	5	689,390	0	689,390
Totals		994,132,485	3,786,642,309	4,780,774,794

2025 CERTIFIED TOTALS

Property Count: 1,914

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Under ARB Review Totals

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Land		Value			
Homesite:		39,117,410			
Non Homesite:		154,396,038			
Ag Market:		1,173,270			
Timber Market:		0	Total Land	(+)	194,686,718
Improvement		Value			
Homesite:		122,554,031			
Non Homesite:		366,842,417	Total Improvements	(+)	489,396,448
Non Real		Count	Value		
Personal Property:	85		147,044,872		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					831,128,038
Ag		Non Exempt	Exempt		
Total Productivity Market:	1,173,270		0		
Ag Use:	9,660		0	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	1,163,610		0		829,964,428
				Homestead Cap	(-)
				23.231 Cap	(-)
				Assessed Value	=
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	168,332,448
				Net Taxable	=
					546,313,868

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	2,988,549	2,137,273	5,690.64	5,696.06	11			
OV65	42,229,196	30,465,775	88,129.55	89,209.29	127			
Total	45,217,745	32,603,048	93,820.19	94,905.35	138	Freeze Taxable	(-)	32,603,048
Tax Rate	0.4088500							
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	149,640	74,640	55,016	19,624	1			
Total	149,640	74,640	55,016	19,624	1	Transfer Adjustment	(-)	19,624
						Freeze Adjusted Taxable	=	513,691,196

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
2,194,046.64 = 513,691,196 * (0.4088500 / 100) + 93,820.19

Certified Estimate of Market Value: 587,433,602
Certified Estimate of Taxable Value: 466,517,118
Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2025 CERTIFIED TOTALS

Property Count: 1,914

C30 - GALVESTON CITY
Under ARB Review Totals

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Exemption Breakdown

Exemption	Count	Local	State	Total
DP	11	110,000	0	110,000
DV2	2	0	19,500	19,500
DV3	1	0	12,000	12,000
DV4	5	0	60,000	60,000
DVHS	3	0	652,856	652,856
EX366	1	0	2,080	2,080
HS	380	28,533,276	0	28,533,276
HT	1	386,614	0	386,614
OV65	156	2,317,500	0	2,317,500
OV65S	1	15,000	0	15,000
PC	1	136,223,622	0	136,223,622
Totals		167,586,012	746,436	168,332,448

2025 CERTIFIED TOTALS

Property Count: 37,487

C30 - GALVESTON CITY
Grand Totals

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Land			Value		
Homesite:		1,011,633,912			
Non Homesite:		3,564,722,516			
Ag Market:		55,815,387			
Timber Market:		0	Total Land	(+)	4,632,171,815
Improvement			Value		
Homesite:		3,446,039,338			
Non Homesite:		10,277,830,555	Total Improvements	(+)	13,723,869,893
Non Real		Count	Value		
Personal Property:	4,943	908,480,415			
Mineral Property:	19	1,112,421			
Autos:	0	0	Total Non Real	(+)	909,592,836
			Market Value	=	19,265,634,544
Ag		Non Exempt	Exempt		
Total Productivity Market:	54,386,727	1,428,660			
Ag Use:	182,851	3,970	Productivity Loss	(-)	54,203,876
Timber Use:	0	0	Appraised Value	=	19,211,430,668
Productivity Loss:	54,203,876	1,424,690			
			Homestead Cap	(-)	752,037,980
			23.231 Cap	(-)	556,083,354
			Assessed Value	=	17,903,309,334
			Total Exemptions Amount (Breakdown on Next Page)	(-)	4,949,107,242
			Net Taxable	=	12,954,202,092

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	106,192,961	73,321,294	188,534.30	193,371.44	404		
DPS	7,032,945	5,186,910	10,531.95	10,600.82	26		
OV65	1,768,109,074	1,280,610,461	3,705,477.77	3,791,580.23	4,522		
Total	1,881,334,980	1,359,118,665	3,904,544.02	3,995,552.49	4,952	Freeze Taxable	(-) 1,359,118,665
Tax Rate	0.4088500						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	335,660	259,632	187,518	72,114	1		
OV65	6,548,424	4,815,540	4,083,835	731,705	14		
Total	6,884,084	5,075,172	4,271,353	803,819	15	Transfer Adjustment	(-) 803,819
						Freeze Adjusted Taxable	= 11,594,279,608

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
51,307,756.20 = 11,594,279,608 * (0.4088500 / 100) + 3,904,544.02

Certified Estimate of Market Value: 19,021,940,108
Certified Estimate of Taxable Value: 12,874,405,342

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2025 CERTIFIED TOTALS

Property Count: 37,487

C30 - GALVESTON CITY
Grand Totals

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Exemption Breakdown

Exemption	Count	Local	State	Total
CHODO (Partial)	1	169,980	0	169,980
DP	434	4,196,734	0	4,196,734
DPS	26	0	0	0
DV1	47	0	438,000	438,000
DV1S	2	0	10,000	10,000
DV2	36	0	364,500	364,500
DV3	40	0	440,000	440,000
DV4	111	0	1,320,000	1,320,000
DV4S	10	0	114,000	114,000
DVHS	155	0	55,828,288	55,828,288
DVHSS	14	0	4,814,737	4,814,737
EX-XG	9	0	4,912,274	4,912,274
EX-XJ	2	0	6,774,690	6,774,690
EX-XV	1,427	0	3,711,248,728	3,711,248,728
EX-XV (Prorated)	5	0	725,758	725,758
EX366	325	0	397,770	397,770
FR	6	59,636,875	0	59,636,875
HS	9,812	815,681,855	0	815,681,855
HT	34	9,517,095	0	9,517,095
LVE	18	14,937,020	0	14,937,020
OV65	5,291	77,776,318	0	77,776,318
OV65S	36	495,000	0	495,000
PC	6	178,618,230	0	178,618,230
SO	5	689,390	0	689,390
Totals		1,161,718,497	3,787,388,745	4,949,107,242

2025 CERTIFIED TOTALS

Property Count: 35,573

C30 - GALVESTON CITY
ARB Approved Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	22,190	3,195.4611	\$153,551,000	\$10,598,291,882	\$8,903,073,133
B	MULTIFAMILY RESIDENCE	1,047	300.3627	\$18,699,390	\$921,472,588	\$851,291,613
C1	VACANT LOTS AND LAND TRACTS	4,263	3,347.4679	\$4,730	\$546,332,192	\$410,197,853
D1	QUALIFIED OPEN-SPACE LAND	210	3,099.7691	\$0	\$53,213,457	\$173,191
D2	IMPROVEMENTS ON QUALIFIED OP	1		\$0	\$2,390	\$2,390
E	RURAL LAND, NON QUALIFIED OPE	374	2,782.5330	\$1,048,900	\$56,641,678	\$45,702,624
ERROR		5		\$0	\$11,852,650	\$11,830,250
F1	COMMERCIAL REAL PROPERTY	1,370	1,302.5564	\$23,598,520	\$1,637,992,959	\$1,502,771,755
F2	INDUSTRIAL AND MANUFACTURIN	37	198.4267	\$0	\$78,829,780	\$78,257,223
G1	OIL AND GAS	19		\$0	\$1,112,421	\$1,112,421
J2	GAS DISTRIBUTION SYSTEM	6	0.0028	\$0	\$15,843,680	\$15,843,680
J3	ELECTRIC COMPANY (INCLUDING C	19	13.0550	\$0	\$79,396,490	\$79,384,774
J4	TELEPHONE COMPANY (INCLUDI	25	6.2621	\$0	\$8,187,460	\$8,090,053
J5	RAILROAD	23	92.6927	\$0	\$40,698,770	\$40,695,941
J6	PIPELAND COMPANY	23		\$0	\$1,491,110	\$1,491,110
J7	CABLE TELEVISION COMPANY	12		\$0	\$13,495,860	\$13,495,860
L1	COMMERCIAL PERSONAL PROPE	4,140		\$3,180,380	\$315,816,143	\$301,914,504
L2	INDUSTRIAL AND MANUFACTURIN	228		\$0	\$208,355,810	\$119,701,322
M1	TANGIBLE OTHER PERSONAL, MOB	3		\$11,200	\$25,590	\$24,760
O	RESIDENTIAL INVENTORY	133	11.9126	\$0	\$11,636,316	\$10,186,857
S	SPECIAL INVENTORY TAX	18		\$0	\$12,646,910	\$12,646,910
X	TOTALLY EXEMPT PROPERTY	1,786	12,237.8976	\$102,043,830	\$3,821,170,370	\$0
Totals			26,588.3997	\$302,137,950	\$18,434,506,506	\$12,407,888,224

2025 CERTIFIED TOTALS

Property Count: 1,914

C30 - GALVESTON CITY
Under ARB Review Totals

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State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	1,338	170.7019	\$7,645,520	\$515,141,416	\$424,713,681
B	MULTIFAMILY RESIDENCE	109	9.3030	\$353,710	\$51,529,270	\$36,853,059
C1	VACANT LOTS AND LAND TRACTS	295	108.5688	\$0	\$43,884,290	\$26,674,629
D1	QUALIFIED OPEN-SPACE LAND	6	170.6593	\$0	\$1,173,270	\$9,660
E	RURAL LAND, NON QUALIFIED OPE	43	378.4255	\$0	\$5,304,160	\$2,938,081
F1	COMMERCIAL REAL PROPERTY	69	47.4872	\$112,960	\$66,150,940	\$43,405,768
F2	INDUSTRIAL AND MANUFACTURIN	1	112.1940	\$0	\$899,820	\$899,820
L1	COMMERCIAL PERSONAL PROPE	82		\$0	\$10,818,740	\$10,818,740
L2	INDUSTRIAL AND MANUFACTURIN	1		\$0	\$136,223,622	\$0
S	SPECIAL INVENTORY TAX	1		\$0	\$430	\$430
X	TOTALLY EXEMPT PROPERTY	1		\$0	\$2,080	\$0
Totals			997.3397	\$8,112,190	\$831,128,038	\$546,313,868

2025 CERTIFIED TOTALS

Property Count: 37,487

C30 - GALVESTON CITY
Grand Totals

8/8/2025 8:51:13AM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	23,528	3,366.1630	\$161,196,520	\$11,113,433,298	\$9,327,786,814
B	MULTIFAMILY RESIDENCE	1,156	309.6657	\$19,053,100	\$973,001,858	\$888,144,672
C1	VACANT LOTS AND LAND TRACTS	4,558	3,456.0367	\$4,730	\$590,216,482	\$436,872,482
D1	QUALIFIED OPEN-SPACE LAND	216	3,270.4284	\$0	\$54,386,727	\$182,851
D2	IMPROVEMENTS ON QUALIFIED OP	1		\$0	\$2,390	\$2,390
E	RURAL LAND, NON QUALIFIED OPE	417	3,160.9585	\$1,048,900	\$61,945,838	\$48,640,705
ERROR		5		\$0	\$11,852,650	\$11,830,250
F1	COMMERCIAL REAL PROPERTY	1,439	1,350.0436	\$23,711,480	\$1,704,143,899	\$1,546,177,523
F2	INDUSTRIAL AND MANUFACTURIN	38	310.6207	\$0	\$79,729,600	\$79,157,043
G1	OIL AND GAS	19		\$0	\$1,112,421	\$1,112,421
J2	GAS DISTRIBUTION SYSTEM	6	0.0028	\$0	\$15,843,680	\$15,843,680
J3	ELECTRIC COMPANY (INCLUDING C	19	13.0550	\$0	\$79,396,490	\$79,384,774
J4	TELEPHONE COMPANY (INCLUDI	25	6.2621	\$0	\$8,187,460	\$8,090,053
J5	RAILROAD	23	92.6927	\$0	\$40,698,770	\$40,695,941
J6	PIPELAND COMPANY	23		\$0	\$1,491,110	\$1,491,110
J7	CABLE TELEVISION COMPANY	12		\$0	\$13,495,860	\$13,495,860
L1	COMMERCIAL PERSONAL PROPE	4,222		\$3,180,380	\$326,634,883	\$312,733,244
L2	INDUSTRIAL AND MANUFACTURIN	229		\$0	\$344,579,432	\$119,701,322
M1	TANGIBLE OTHER PERSONAL, MOB	3		\$11,200	\$25,590	\$24,760
O	RESIDENTIAL INVENTORY	133	11.9126	\$0	\$11,636,316	\$10,186,857
S	SPECIAL INVENTORY TAX	19		\$0	\$12,647,340	\$12,647,340
X	TOTALLY EXEMPT PROPERTY	1,787	12,237.8976	\$102,043,830	\$3,821,172,450	\$0
Totals			27,585.7394	\$310,250,140	\$19,265,634,544	\$12,954,202,092

2025 CERTIFIED TOTALS

Property Count: 35,573

C30 - GALVESTON CITY
ARB Approved Totals

8/8/2025 8:51:13AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A		3	0.2225	\$0	\$565,302	\$339,369
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	18,369	3,107.0157	\$150,297,670	\$9,240,874,244	\$7,647,329,137
A2	REAL, RESIDENTIAL, MOBILE HOME	13	1.8434	\$79,660	\$1,371,558	\$1,347,950
A3	REAL, RESIDENTIAL, CONDOMINIUM	3,819	86.3795	\$3,173,670	\$1,355,480,778	\$1,254,056,677
B1	APARTMENTS	243	220.4874	\$18,427,410	\$639,279,000	\$615,267,011
B2	DUPLEXES	810	79.8753	\$271,980	\$282,193,588	\$236,024,602
C1	VACANT LOT	4,263	3,347.4679	\$4,730	\$546,332,192	\$410,197,853
D1	QUALIFIED AG LAND	210	3,099.7691	\$0	\$53,213,457	\$173,191
D2	IMPROVEMENTS ON QUALIFIED AG L	1		\$0	\$2,390	\$2,390
E1	FARM OR RANCH IMPROVEMENT	374	2,782.5330	\$1,048,900	\$56,641,678	\$45,702,624
ERROR		5		\$0	\$11,852,650	\$11,830,250
F1	COMMERCIAL REAL PROPERTY	1,369	1,302.4972	\$23,598,520	\$1,637,935,809	\$1,502,716,722
F2	INDUSTRIAL REAL PROPERTY	37	198.4267	\$0	\$78,829,780	\$78,257,223
F9	COMMERCIAL REAL PROPERTY EX	1	0.0592	\$0	\$57,150	\$55,033
G1	OIL AND GAS	19		\$0	\$1,112,421	\$1,112,421
J2	GAS DISTRIBUTION SYSTEM	6	0.0028	\$0	\$15,843,680	\$15,843,680
J3	ELECTRIC COMPANY	19	13.0550	\$0	\$79,396,490	\$79,384,774
J4	TELEPHONE COMPANY	25	6.2621	\$0	\$8,187,460	\$8,090,053
J5	RAILROAD	23	92.6927	\$0	\$40,698,770	\$40,695,941
J6	PIPELINE COMPANY	23		\$0	\$1,491,110	\$1,491,110
J7	CABLE TELEVISION COMPANY	12		\$0	\$13,495,860	\$13,495,860
L1	COMMERCIAL PERSONAL PROPER	4,140		\$3,180,380	\$315,816,143	\$301,914,504
L2	INDUSTRIAL PERSONAL PROPERTY	228		\$0	\$208,355,810	\$119,701,322
M1	MOBILE HOMES	3		\$11,200	\$25,590	\$24,760
O1	RESIDENTIAL INVENTORY VACANT L	133	11.9126	\$0	\$11,636,316	\$10,186,857
S	SPECIAL INVENTORY	18		\$0	\$12,646,910	\$12,646,910
X		1,786	12,237.8976	\$102,043,830	\$3,821,170,370	\$0
	Totals		26,588.3997	\$302,137,950	\$18,434,506,506	\$12,407,888,224

2025 CERTIFIED TOTALS

Property Count: 1,914

C30 - GALVESTON CITY
Under ARB Review Totals

8/8/2025 8:51:13AM

CAD State Category Breakdown

State Code Description		Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	1,075	165.2972	\$7,559,550	\$434,167,856	\$348,528,397
A2	REAL, RESIDENTIAL, MOBILE HOME	2	0.3240	\$0	\$238,040	\$162,236
A3	REAL, RESIDENTIAL, CONDOMINIUM	263	5.0807	\$85,970	\$80,735,520	\$76,023,048
B1	APARTMENTS	15	0.2533	\$0	\$16,761,980	\$10,385,695
B2	DUPLEXES	95	9.0497	\$353,710	\$34,767,290	\$26,467,364
C1	VACANT LOT	295	108.5688	\$0	\$43,884,290	\$26,674,629
D1	QUALIFIED AG LAND	6	170.6593	\$0	\$1,173,270	\$9,660
E1	FARM OR RANCH IMPROVEMENT	43	378.4255	\$0	\$5,304,160	\$2,938,081
F1	COMMERCIAL REAL PROPERTY	69	47.4872	\$112,960	\$66,150,940	\$43,405,768
F2	INDUSTRIAL REAL PROPERTY	1	112.1940	\$0	\$899,820	\$899,820
L1	COMMERCIAL PERSONAL PROPER	82		\$0	\$10,818,740	\$10,818,740
L2	INDUSTRIAL PERSONAL PROPERTY	1		\$0	\$136,223,622	\$0
S	SPECIAL INVENTORY	1		\$0	\$430	\$430
X		1		\$0	\$2,080	\$0
Totals			997.3397	\$8,112,190	\$831,128,038	\$546,313,868

2025 CERTIFIED TOTALS

Property Count: 37,487

C30 - GALVESTON CITY
Grand Totals

8/8/2025 8:51:13AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A		3	0.2225	\$0	\$565,302	\$339,369
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	19,444	3,272.3129	\$157,857,220	\$9,675,042,100	\$7,995,857,534
A2	REAL, RESIDENTIAL, MOBILE HOME	15	2.1674	\$79,660	\$1,609,598	\$1,510,186
A3	REAL, RESIDENTIAL, CONDOMINIUM	4,082	91.4602	\$3,259,640	\$1,436,216,298	\$1,330,079,725
B1	APARTMENTS	258	220.7407	\$18,427,410	\$656,040,980	\$625,652,706
B2	DUPLEXES	905	88.9250	\$625,690	\$316,960,878	\$262,491,966
C1	VACANT LOT	4,558	3,456.0367	\$4,730	\$590,216,482	\$436,872,482
D1	QUALIFIED AG LAND	216	3,270.4284	\$0	\$54,386,727	\$182,851
D2	IMPROVEMENTS ON QUALIFIED AG L	1		\$0	\$2,390	\$2,390
E1	FARM OR RANCH IMPROVEMENT	417	3,160.9585	\$1,048,900	\$61,945,838	\$48,640,705
ERROR		5		\$0	\$11,852,650	\$11,830,250
F1	COMMERCIAL REAL PROPERTY	1,438	1,349.9844	\$23,711,480	\$1,704,086,749	\$1,546,122,490
F2	INDUSTRIAL REAL PROPERTY	38	310.6207	\$0	\$79,729,600	\$79,157,043
F9	COMMERCIAL REAL PROPERTY EX	1	0.0592	\$0	\$57,150	\$55,033
G1	OIL AND GAS	19		\$0	\$1,112,421	\$1,112,421
J2	GAS DISTRIBUTION SYSTEM	6	0.0028	\$0	\$15,843,680	\$15,843,680
J3	ELECTRIC COMPANY	19	13.0550	\$0	\$79,396,490	\$79,384,774
J4	TELEPHONE COMPANY	25	6.2621	\$0	\$8,187,460	\$8,090,053
J5	RAILROAD	23	92.6927	\$0	\$40,698,770	\$40,695,941
J6	PIPELINE COMPANY	23		\$0	\$1,491,110	\$1,491,110
J7	CABLE TELEVISION COMPANY	12		\$0	\$13,495,860	\$13,495,860
L1	COMMERCIAL PERSONAL PROPER	4,222		\$3,180,380	\$326,634,883	\$312,733,244
L2	INDUSTRIAL PERSONAL PROPERTY	229		\$0	\$344,579,432	\$119,701,322
M1	MOBILE HOMES	3		\$11,200	\$25,590	\$24,760
O1	RESIDENTIAL INVENTORY VACANT L	133	11.9126	\$0	\$11,636,316	\$10,186,857
S	SPECIAL INVENTORY	19		\$0	\$12,647,340	\$12,647,340
X		1,787	12,237.8976	\$102,043,830	\$3,821,172,450	\$0
	Totals		27,585.7394	\$310,250,140	\$19,265,634,544	\$12,954,202,092

2025 CERTIFIED TOTALS

Property Count: 37,487

C30 - GALVESTON CITY

Effective Rate Assumption

8/8/2025

8:51:13AM

New Value

TOTAL NEW VALUE MARKET:	\$310,250,140
TOTAL NEW VALUE TAXABLE:	\$193,040,568

New Exemptions

Exemption	Description	Count		
EX-XG	11.184 Primarily performing charitable functio	1	2024 Market Value	\$8,400
EX-XV	Other Exemptions (including public property, r	14	2024 Market Value	\$8,341,553
EX366	HB366 Exempt	100	2024 Market Value	\$246,280
ABSOLUTE EXEMPTIONS VALUE LOSS				\$8,596,233

Exemption	Description	Count	Exemption Amount
DP	Disability	5	\$50,000
DPS	DISABLED Surviving Spouse	1	\$0
DV1	Disabled Veterans 10% - 29%	2	\$10,000
DV2	Disabled Veterans 30% - 49%	2	\$15,000
DV3	Disabled Veterans 50% - 69%	4	\$42,000
DV4	Disabled Veterans 70% - 100%	17	\$204,000
DVHS	Disabled Veteran Homestead	14	\$4,130,984
HS	Homestead	282	\$27,256,919
OV65	Over 65	363	\$5,378,918
PARTIAL EXEMPTIONS VALUE LOSS		690	\$37,087,821
NEW EXEMPTIONS VALUE LOSS			\$45,684,054

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$45,684,054

New Ag / Timber Exemptions

2024 Market Value	\$208,876	Count: 3
2025 Ag/Timber Use	\$1,150	
NEW AG / TIMBER VALUE LOSS	\$207,726	

New Annexations**New Deannexations**

Count	Market Value	Taxable Value
1	\$4,300	\$4,300

Average Homestead Value**Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
9,627	\$455,494	\$159,669	\$295,825
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
9,622	\$455,434	\$159,661	\$295,773

2025 CERTIFIED TOTALS
C30 - GALVESTON CITY
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
1,914	\$831,128,038.00	\$466,517,118

Notice About 2025 Tax Rates
Property tax rates in City of Galveston

This notice concerns the 2025 property tax rates for City of Galveston. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.408687/\$100
This year's voter-approval tax rate	\$0.448764/\$100

To see the full calculations, please visit 722 21st Street/Moody Avenue, Galveston, Texas 77550 for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General Fund	23,786,613
Debt Service Fund	2,132,455
Infrastructure Fund	4,992,524

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (*or additional sales tax revenues, if applicable*).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2016 GO Refunding Bonds	153,900	73,728	0	227,628
2017 GO Bonds	980,000	704,250	0	1,684,250
2019 GO Bonds	1,490,000	1,270,450	0	2,760,450
Fees	0	0	1,925	1,925
Total required for 2025 debt service				\$4,674,253
- Amount (if any) paid from funds listed in unencumbered funds				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$211,146
= Total to be paid from taxes in 2025				\$4,463,107
+ Amount added in anticipation that the unit will collect only 99.00% of its taxes in 2025				\$45,081
= Total debt levy				\$4,508,188

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Galveston County Tax Assessor Collector on 08/08/2025.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property. The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.