



Texas Government Accountability Association

Board of Directors Meeting

June 26, 2025

09:30 AM

Video Conference

Meeting Agenda

1. Call to Order
2. Invocation
3. Roll Call
4. Minutes for 2025/03/04 Meeting
5. Discuss and consider a new director to fill a vacancy in Director Class 1.
6. Convene in Executive Session pursuant to Texas Government Code:
 - a. Section 551.071 for private consultation with the General Counsel to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the General Counsel has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the Board.
7. Discuss and consider TGAA Interlocal Agreement changes and matters related thereto.
8. Announcements and updates on pending or new matters.
9. Adjournment

Agenda Date: June 26, 2025

Agenda Number: 3

Contact/Presenter: Anthony Wilder

Agenda Item: Roll Call

Background: Confirm attendance via voice roll call.

- Kathy Wheat – Board Vice-President
- Anthony Wilder – Board Chairman
- Art Martinez de Vara – General Counsel

Agenda Date: June 26, 2025

Agenda Number: 4

Contact/Presenter: Anthony Wilder

Agenda Item: Minutes for 2025/03/04 meeting.

Background: Review and approve the March 4, 2025 board meeting minutes, which are attached as Schedule A.

Agenda Date: June 26, 2025

Agenda Number: 5

Contact/Presenter: Anthony Wilder

Agenda Item: Discuss and consider a new director to fill a vacancy in Director Class 1.

Background: Matt Krause has resigned from the Board of Directors. He served in Director Class 1. We will discuss and consider a candidate to fill the vacancy per the TGAA Constitution Section 4.2.A, which is provided below for reference.

TGAA Constitution Section 4.2.C. Vacancies. Any vacancy occurring in a director's position prior to the expiration of such director's term shall be filled by the affirmative vote of at least a majority of the directors present at a meeting at which a quorum is present; provided that, a vacancy need not be filled unless that vacancy would leave only two directors then serving. A director elected to fill an unexpired term shall be elected for the unexpired term of his or her predecessor in office. Any vacancy resulting from the expiration of a director's term shall be filled by the affirmative vote of at least a majority of the directors present at a meeting at which a quorum is present including any director whose term is expiring. In filling all vacancies, the Board shall select those persons to the Board (i) who are willing to devote the time and energies necessary for serving as a member of the Board, (ii) whose interests are similar to the interests of the Association, and (iii) who will share with the other members of the Association the common goal of providing high-quality services to the Association.

Agenda Date: June 26, 2025

Agenda Number: 6

Contact/Presenter: Anthony Wilder

Agenda Item: Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the General Counsel to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the General Counsel has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the Board.

Agenda Date: June 26, 2025

Agenda Number: 7

Contact/Presenter: Anthony Wilder

Agenda Item: Discuss and consider TGAA Interlocal Agreement changes and matters related thereto.

Background: Discuss and consider the proposed changes to the Interlocal Agreement, which are attached as Schedule B. A version with no markup is attached as Schedule C to display the Interlocal Agreement if all changes are approved.

Agenda Date: June 26, 2025

Agenda Number: 8

Contact/Presenter: Anthony Wilder

Agenda Item: Announcements and updates on pending or new matters.

Agenda Date: June 26, 2025

Agenda Number: 9

Contact/Presenter: Anthony Wilder

Agenda Item: Adjournment



Texas Government Accountability Association

Board of Directors Meeting Minutes

March 04, 2025

10:00 AM

Video Conference

Meeting Agenda

1. Call to Order
2. Invocation
3. Roll Call
4. Minutes for 2025/02/03 Meeting
5. Convene in Executive Session pursuant to Texas Government Code:
 - a. Section 551.071 for private consultation with the General Counsel to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the General Counsel has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the Board.
6. Open forum for any items not listed on the agenda.
7. Adjournment

Agenda Date: March 04, 2025

Agenda Number: 3

Contact/Presenter: Anthony Wilder

Agenda Item: Roll Call

Background: A roll call was performed. The following attendees were confirmed via voice roll call.

- Kathy Wheat – Board Vice-President
- Matt Krause – Board Member
- Anthony Wilder – Board Chairman
- Art Martinez de Vara – General Counsel

Agenda Date: March 04, 2025

Agenda Number: 4

Contact/Presenter: Anthony Wilder

Agenda Item: Minutes for 2025/02/03 meeting.

Background: Review and approve the February 03, 2025 board meeting minutes, which are attached as Schedule A.

Minutes:

None – The board did not propose any changes to the minutes as presented.

Board Action:

A motion was made by Wheat in favor of the minutes as presented without changes and a second was made by Krause. The motion passed with the following vote:

Aye – 3 – Krause, Wheat, Wilder

Nay – 0 – None

Agenda Date: March 04, 2025

Agenda Number: 5

Contact/Presenter: Anthony Wilder

Agenda Item: Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the General Counsel to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the General Counsel has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the Board.

Start: 10:03 AM

Stop: 10:27 AM

Board Action:

A motion was made by Krause to direct the attorney to converse with our executive director Anthony Wilder for day-to-day activities of any current litigation matters understanding that if any major decisions need to be made those will come back before the board, but for most everyday decisions regarding that litigation that the attorney can handle those with and discuss those with Anthony Wilder who can make the decisions on behalf of the association. A second was made by Wheat. The motion passed with the following vote:

Aye – 3 – Krause, Wheat, Wilder

Nay – 0 – None

Agenda Date: March 04, 2025

Agenda Number: 6

Contact/Presenter: Anthony Wilder

Agenda Item: Open forum for any items not listed on the agenda.

Minutes:

None

Board Action:

None

Agenda Date: March 04, 2025

Agenda Number: 7

Contact/Presenter: Anthony Wilder

Agenda Item: Adjournment

Minutes:

None

Board Action:

A motion was made by Wheat to adjourn the meeting and a second was made by Krause. The motion passed with the following vote:

- Aye – 3 – Krause, Wheat, Wilder
- Nay – 0 – None

**TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION
TRANSPARENCY AND ETHICS INTERLOCAL AGREEMENT**

This Contract and Interlocal Agreement (this “Agreement”) is entered into by and between political subdivisions of this state (hereinafter referred to as “Members”) to form a joint transparency and ethics pool operated by the Texas Government Accountability Association (hereinafter referred to as the “Transparency and Ethics Pool”) for the purpose of providing comprehensive transparency and ethics policies, as well as oversight and enforcement, which are inherent in operating a political subdivision.

WHEREAS, to promote confidence in local government and thereby enhance local government’s ability to function effectively, the Texas Government Accountability Association (the “TGAA”) has adopted uniform transparency and ethics policies that the Members have determined are in the best interest to adopt and adhere to;

WHEREAS, the undersigned Member finds that it is in the best interest of the public to have transparency and ethics compliance performed by a trusted third party, rather than or in addition to any compliance-related efforts being performed internally by such Member, where potential conflicts of interest may arise; and

WHEREAS, the undersigned Member, in accordance with the Interlocal Cooperation Act, ~~Texas~~ Gov~~ernmen~~’t Code §791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion # MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become a member of the TGAA.

NOW, THEREFORE, in consideration of the execution of this Agreement by and between the Members and the TGAA and of the contributions of the Member to the TGAA, the undersigned Member agrees to adopt and implement the applicable Comprehensive Transparency and Ethics Policy established by the TGAA (as may be amended, supplemented, updated, revised, altered, modified or otherwise changed by the TGAA from time to time, the “Transparency and Ethics Policy”), and the TGAA agrees to provide certain consulting and advisory services to the undersigned Member in connection with the implementation of and adherence to such Transparency and Ethics Policy. The TGAA shall have no authority over Member other than in the specific areas of transparency and ethics. The transparency and ethics authority granted to the TGAA by this Agreement shall extend to the Member, its employees, staff, elected officials, vendors, grant recipients, appointees and agents and shall have no authority related to any elected official’s candidacy or election that is regulated by the Texas Ethics Commission.

The Member and the TGAA agree that adequate and sufficient consideration, including but not limited to, the exchange of mutual obligations and benefits set forth herein, have been received and the sufficiency thereof acknowledged, and that the enforceability of this Agreement is not dependent upon the payment of dues by the Member.

For the purpose of promoting confidence in the government of the Member and thereby enhancing the Member’s ability to function effectively, the applicable Transparency and Ethics Policy of the TGAA is hereby adopted by the Member, whether or not physically attached hereto.

Schedule B

The Member, and all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by the Member, shall implement and adhere to the most current version of the applicable Transparency and Ethics Policy then in effect on the date of this Agreement. The Member shall come into full compliance with the current version of the applicable policy within six (6) months from the date of execution of this Agreement, and within two (2) months of the date this Agreement, the governing body of the Member shall designate specific individual, publicly named administrators responsible for ensuring full compliance with the applicable Transparency and Ethics Policy. In addition, each Member agrees to implement and comply with any amendments, supplements, updates, revisions, alterations, clarifications and any other changes to the applicable Transparency and Ethics Policy within six (6) months of issuance of any such changes by the TGAA (collectively, the “Member Adherence Requirements”).

It is understood that by participating in the TGAA to provide transparency and ethics policies and oversight services, the Member does not intend to and hereby does not waive any of the immunities that its officers or its employees now possess.

The term of this Agreement and the transparency and ethics policies and oversight provided to the Member shall be continuous commencing 12:01 a.m. on the date this Agreement is executed by the Member until terminated as provided herein.

The requirements, standards, obligations, remedies and enforcement provided for in this Agreement are not exclusive of any other transparency and ethics requirements that the Member may (a) have under state or federal law or other city ordinances, (b) have imposed on itself or (c) be subject to pursuant to any other regulatory body.

The TGAA may terminate this Agreement at any time upon ~~30 days written~~ one (1) year advance notice to the Member and shall subsequently return the pro-rated dues paid by the Member for the remaining portion of the Member’s annual term.

The Member may terminate this Agreement only by hosting a referendum of all the citizens within its geographic borders (and if a government association, of all its members’ geographic borders) and receiving a majority affirmative vote to terminate this Agreement. The ballot caption language shall read as follows: “*Shall [Name of Member] terminate its association with the Texas Government Accountability Association and thus permanently eliminate implementation of the Transparency and Ethics Standards promulgated by the Texas Government Accountability Association for [Name of Local Government]?*”. At such point, the Member may deliver a ~~two (2)~~ one (1) year advance notice of its intent to terminate this Agreement. Dues will remain constant for the Member for the subsequent ~~two (2) years~~ one (1) year after which the Member will no longer be a member of the TGAA and at which point this Agreement will become null and void with respect to such Member.

The board of directors of the TGAA (the “Board”), acting through its agents and the TGAA staff, is responsible for the administration of all TGAA business on behalf of the Members. ~~;~~

Schedule B

The annual membership dues of the TGAA ~~shall be set upon the recommendation of the Board. The annual dues shall be due and payable in advance on the anniversary of such payment in the first instance. The initial annual membership dues of the TGAA shall be as are~~ set forth in Schedule A attached hereto, which shall be due and payable immediately upon a Member's admission to the TGAA and thereafter in accordance with this Agreement. ~~The amount of such annual membership dues and the payment requirements relating thereto may be adjusted or changed at any time and from time to time upon resolution by the Board.~~ If any amounts owed by the Member are sought by the TGAA through legal action, the Member agrees to reimburse the TGAA for any attorneys' fees and costs incurred in bringing such action.

In addition to the TGAA, any member of the public may also bring legal action in an appropriate local court or through an arbitration process as set out below to enforce this Agreement (any such legal action, an "Action") against the Member. Before bringing an Action to enforce this Agreement, a member of the public must first file a complaint with the Member and the Board. The complainant shall include all supporting documents in his or her possession when filing the complaint. The Member shall investigate the allegations in the complaint as necessary and schedule a conference with the complainant to be held within ten (10) days after receipt of the written complaint. The Member may set reasonable time limits for the conference. The Member may assign the appropriate representative(s) of the Member to investigate and confer with the complainant. Absent extenuating circumstances, the Member shall provide the complainant with a written response within ten (10) days following the conference. The written response shall set forth the basis of the Member's decision. In reaching a decision, the Member may consider information provided at the conference and any other relevant documents or information the administrator believes will help resolve the complaint, including but not limited to documents submitted by the complainant with the complaint. The complainant may bring an Action to enforce the Agreement against the Member if: (a) the complainant did not receive the relief requested from the Member following the receipt of the written response; (b) the Member did not set the conference timely as proscribed herein and in the TGAA Bylaws; or (c) the Member did not provide a written response to the complainant timely as proscribed herein and in the TGAA Bylaws.

The parties hereto agree that irreparable damage to the TGAA would occur in the event that any of the provisions of this Agreement were not performed by the Member in accordance with their specific terms or were otherwise breached by the Member. It is accordingly agreed that the TGAA shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the Member and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which the TGAA would be entitled at law or in equity and/or pursuant to the terms of this Agreement. This right of specific performance shall expressly entitle the TGAA to seek an injunction to enforce specifically the requirement that the Member be required to comply at all times with all of the (a) Member Adherence Requirements and (b) standards and requirements of the applicable Transparency and Ethics Policy adopted by the Member pursuant to this Agreement. The Member agrees to waive immunity and allow suits for injunctive relief and specific

Schedule B

performance of this Agreement by any member of the public or the TGAA. For the avoidance of doubt, the TGAA and/or any member of the public may bring an action to enforce the requirements set forth in this Agreement, and the Member shall be required to reimburse any member of the public and/or the TGAA for any attorneys' fees and other costs incurred in bringing any such action against the Member, if such member of the public and/or the TGAA is the prevailing party on any of the merits in any such action.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Dallas County, Texas. The arbitration shall be governed by the laws of the State of Texas. The prevailing party shall be entitled to an award of reasonable attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion.

The Member acknowledges that it has received copies of (a) the Constitution of the TGAA, (b) the Bylaws of the TGAA, and (c) the applicable Transparency and Ethics Policy, and in each case agrees to abide by all of their terms and any amendments thereto.

~~The Texas Municipal League, TML Intergovernmental Risk Pool and TML Health shall not be designated Subject Vendors under this Agreement.~~ No less than annually, and at any time upon the request of the TGAA, the Member will execute and deliver to the TGAA a written instrument certifying that each of such Member's Subject Vendors have complied with their applicable disclosure and compliance requirements as of and prior to the date of such certification. The Texas Municipal League, TML Intergovernmental Risk Pool and TML Health Texas Association of Counties, Texas Association of School Boards, and other similar, statewide local government associations and their risk pools shall not be designated Subject Vendors under this Agreement.

MEMBER

TEXAS GOVERNMENT ACCOUNTABILITY
ASSOCIATION

Authorized Representative of Member

Authorized Representative of TGAA

Authorized Representative Name and Title

Authorized Representative Name and Title

Address

Address

Member EIN

Phone

Phone

Contact Email

Contact Email

Date

Date

SCHEDULE A

Initial Annual Membership Fees/Dues

City and County Members:

- ~~For any such member with a total population of less than 5,000 people as of the most recent census, the initial annual fee shall be \$500.~~
- ~~For any such member with a total population equal to or greater than 5,000 people as of the most recent census, the initial annual fee shall be an amount equal to the product of (a) such city or county's total population as of the most recent census, multiplied by (b) \$0.20. The initial annual fee shall not exceed \$25,000.~~

School District Members:

- ~~The initial annual fee shall be the greater of (a) \$500 and (b) an amount equal to the product of (i) the total number of students enrolled in such district as of the then current school year, multiplied by (ii) \$0.50. The initial annual fee shall not exceed \$25,000.~~

Other Government District Members:

- ~~The initial annual fee shall be the greater of (a) \$2,000 and (b) an amount equal to the product of (i) the total number of people within the geographic area of such district as of the most recent census, multiplied by (ii) \$0.10. The initial annual fee shall not exceed \$25,000.~~

All Other Members:

- ~~The initial annual fee shall be determined by the Board in good faith.~~

The annual membership dues shall be the greater of a) \$500*, and b) the lesser of 1) an amount equal to the product of i) total population within the geographic area of such political subdivision as of the most recent census multiplied by ii) \$0.15* or 2) \$25,000*.

*As adjusted annually going forward, beginning in 2026, for the Municipal Cost Index (MCI) as published by American City & County.

**TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION
TRANSPARENCY AND ETHICS INTERLOCAL AGREEMENT**

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WHEREAS, the undersigned Member finds that it is in the best interest of the public to have transparency and ethics compliance performed by a trusted third party, rather than or in addition to any compliance-related efforts being performed internally by such Member, where potential conflicts of interest may arise; and

WHEREAS, the undersigned Member, in accordance with the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion # MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become a member of the TGAA.

NOW, THEREFORE, in consideration of the execution of this Agreement by and between the Members and the TGAA and of the contributions of the Member to the TGAA, the undersigned Member agrees to adopt and implement the applicable Comprehensive Transparency and Ethics Policy established by the TGAA (as may be amended, supplemented, updated, revised, altered, modified or otherwise changed by the TGAA from time to time, the “Transparency and Ethics Policy”), and the TGAA agrees to provide certain consulting and advisory services to the undersigned Member in connection with the implementation of and adherence to such Transparency and Ethics Policy. The TGAA shall have no authority over Member other than in the specific areas of transparency and ethics. The transparency and ethics authority granted to the TGAA by this Agreement shall extend to the Member, its employees, staff, elected officials, vendors, grant recipients, appointees and agents and shall have no authority related to any elected official’s candidacy or election that is regulated by the Texas Ethics Commission.

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For the purpose of promoting confidence in the government of the Member and thereby enhancing the Member’s ability to function effectively, the applicable Transparency and Ethics Policy of the TGAA is hereby adopted by the Member, whether or not physically attached hereto.

The Member, and all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by the Member, shall implement and adhere to the most current version of the applicable Transparency and Ethics Policy then in effect on the date of this Agreement. The Member shall come into full compliance with the current version of the applicable policy within six (6) months from the date of execution of this Agreement, and within two (2) months of the date this Agreement, the governing body of the Member shall designate specific individual, publicly named administrators responsible for ensuring full compliance with the applicable Transparency and Ethics Policy. In addition, each Member agrees to implement and comply with any amendments, supplements, updates, revisions, alterations, clarifications and any other changes to the applicable Transparency and Ethics Policy within six (6) months of issuance of any such changes by the TGAA (collectively, the “Member Adherence Requirements”).

It is understood that by participating in the TGAA to provide transparency and ethics policies and oversight services, the Member does not intend to and hereby does not waive any of the immunities that its officers or its employees now possess.

The term of this Agreement and the transparency and ethics policies and oversight provided to the Member shall be continuous commencing 12:01 a.m. on the date this Agreement is executed by the Member until terminated as provided herein.

The requirements, standards, obligations, remedies and enforcement provided for in this Agreement are not exclusive of any other transparency and ethics requirements that the Member may (a) have under state or federal law or other city ordinances, (b) have imposed on itself or (c) be subject to pursuant to any other regulatory body.

The TGAA may terminate this Agreement at any time upon one (1) year advance notice to the Member and shall subsequently return the pro-rated dues paid by the Member for the remaining portion of the Member’s annual term.

The Member may terminate this Agreement only by hosting a referendum of all the citizens within its geographic borders (and if a government association, of all its members’ geographic borders) and receiving a majority affirmative vote to terminate this Agreement. The ballot caption language shall read as follows: “*Shall [Name of Member] terminate its association with the Texas Government Accountability Association and thus permanently eliminate implementation of the Transparency and Ethics Standards promulgated by the Texas Government Accountability Association for [Name of Local Government]?*”. At such point, the Member may deliver a one (1) year advance notice of its intent to terminate this Agreement. Dues will remain constant for the Member for the subsequent one (1) year after which the Member will no longer be a member of the TGAA and at which point this Agreement will become null and void with respect to such Member.

The board of directors of the TGAA (the “Board”), acting through its agents and the TGAA staff, is responsible for the administration of all TGAA business on behalf of the Members.

Schedule C

The annual membership dues of the TGAA are set forth in Schedule A attached hereto, which shall be due and payable immediately upon a Member's admission to the TGAA and thereafter in accordance with this Agreement. If any amounts owed by the Member are sought by the TGAA through legal action, the Member agrees to reimburse the TGAA for any attorneys' fees and costs incurred in bringing such action.

In addition to the TGAA, any member of the public may also bring legal action in an appropriate local court or through an arbitration process as set out below to enforce this Agreement (any such legal action, an "Action") against the Member. Before bringing an Action to enforce this Agreement, a member of the public must first file a complaint with the Member and the Board. The complainant shall include all supporting documents in his or her possession when filing the complaint. The Member shall investigate the allegations in the complaint as necessary and schedule a conference with the complainant to be held within ten (10) days after receipt of the written complaint. The Member may set reasonable time limits for the conference. The Member may assign the appropriate representative(s) of the Member to investigate and confer with the complainant. Absent extenuating circumstances, the Member shall provide the complainant with a written response within ten (10) days following the conference. The written response shall set forth the basis of the Member's decision. In reaching a decision, the Member may consider information provided at the conference and any other relevant documents or information the administrator believes will help resolve the complaint, including but not limited to documents submitted by the complainant with the complaint. The complainant may bring an Action to enforce the Agreement against the Member if: (a) the complainant did not receive the relief requested from the Member following the receipt of the written response; (b) the Member did not set the conference timely as proscribed herein and in the TGAA Bylaws; or (c) the Member did not provide a written response to the complainant timely as proscribed herein and in the TGAA Bylaws.

The parties hereto agree that irreparable damage to the TGAA would occur in the event that any of the provisions of this Agreement were not performed by the Member in accordance with their specific terms or were otherwise breached by the Member. It is accordingly agreed that the TGAA shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the Member and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which the TGAA would be entitled at law or in equity and/or pursuant to the terms of this Agreement. This right of specific performance shall expressly entitle the TGAA to seek an injunction to enforce specifically the requirement that the Member be required to comply at all times with all of the (a) Member Adherence Requirements and (b) standards and requirements of the applicable Transparency and Ethics Policy adopted by the Member pursuant to this Agreement. The Member agrees to waive immunity and allow suits for injunctive relief and specific performance of this Agreement by any member of the public or the TGAA. For the avoidance of doubt, the TGAA and/or any member of the public may bring an action to enforce the requirements set forth in this Agreement, and the Member shall be required to reimburse any member of the public and/or the TGAA for any attorneys' fees and other costs incurred in bringing any such

action against the Member, if such member of the public and/or the TGAA is the prevailing party on any of the merits in any such action.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Dallas County, Texas. The arbitration shall be governed by the laws of the State of Texas. The prevailing party shall be entitled to an award of reasonable attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion.

The Member acknowledges that it has received copies of (a) the Constitution of the TGAA, (b) the Bylaws of the TGAA, and (c) the applicable Transparency and Ethics Policy, and in each case agrees to abide by all of their terms and any amendments thereto.

No less than annually, and at any time upon the request of the TGAA, the Member will execute and deliver to the TGAA a written instrument certifying that each of such Member's Subject Vendors have complied with their applicable disclosure and compliance requirements as of and prior to the date of such certification. The Texas Municipal League, Texas Association of Counties, Texas Association of School Boards, and other similar, statewide local government associations and their risk pools shall not be designated Subject Vendors under this Agreement.

Schedule C

MEMBER

TEXAS GOVERNMENT ACCOUNTABILITY
ASSOCIATION

Authorized Representative of Member

Authorized Representative of TGAA

Authorized Representative Name and Title

Authorized Representative Name and Title

Address

Address

Member EIN

Phone

Phone

Contact Email

Contact Email

Date

Date

SCHEDULE A

Annual Membership Dues

The annual membership dues shall be the greater of a) \$500*, and b) the lesser of 1) an amount equal to the product of i) total population within the geographic area of such political subdivision as of the most recent census multiplied by ii) \$0.15* or 2) \$25,000*.

*As adjusted annually going forward, beginning in 2026, for the Municipal Cost Index (MCI) as published by American City & County.