



Texas Government Accountability Association

Board of Directors Meeting

December 4, 2025

02:30 PM

Video Conference*

Meeting Agenda

1. Call to Order
2. Invocation
3. Roll Call
4. Minutes for 2025/08/27 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.
 - i. AAA Case No. 01-25-0000-8663 – Texas Government Accountability Association v. City of Odessa, and
 - ii. Cause No. C250202212-CV – City of Odessa v. Texas Government Accountability Association in the District Court of Ector County, Texas
6. Reconvene in open session to consider action, if any, on matters discussed in the Executive Session.
7. Discuss and consider TGAA Transparency & Ethics Policy changes and matters related thereto.
8. Discuss and consider TGAA Interlocal Agreement changes and matters related thereto.
9. Discuss and consider TGAA Constitution changes and matters related thereto.
10. Discuss and consider TGAA Budget and matters related thereto.
11. Announcements and updates on pending or new matters.
12. Adjournment

*Link to the video conference:

<https://us06web.zoom.us/j/85922163059?pwd=JG7bKg60GACSehe1NNHX8HPetaH8wb.1>

Agenda Date: December 4, 2025

Agenda Number: 3

Contact/Presenter: Anthony Wilder

Agenda Item: Roll Call

Background: Confirm attendance via voice roll call.

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

Agenda Date: December 4, 2025

Agenda Number: 4

Contact/Presenter: Anthony Wilder

Agenda Item: Minutes for 2025/08/27 meeting.

Background: Review and approve the August 27, 2025 board meeting minutes, which are attached as Schedule A.

Agenda Date: December 4, 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.
 - AAA Case No. 01-25-0000-8663 – Texas Government Accountability Association v. City of Odessa, and
 - Cause No. C250202212-CV – City of Odessa v. Texas Government Accountability Association in the District Court of Ector County, Texas

Agenda Date: December 4, 2025

Agenda Number: 6

Contact/Presenter: Anthony Wilder

Agenda Item: Reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

Agenda Date: December 4, 2025

Agenda Number: 7

Contact/Presenter: Anthony Wilder

Agenda Item: Discuss and consider TGAA Transparency & Ethics Policy changes and matters related thereto.

Background: Discuss and consider proposed changes to the Transparency & Ethics Policies for Counties, Municipalities and School Districts, which are attached as Schedule B, D and F. Versions with no markup are attached as Schedule C, E and G to display the Transparency & Ethics Policies if all changes are approved.

Agenda Date: December 4, 2025

Agenda Number: 8

Contact/Presenter: Anthony Wilder

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

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

Agenda Date: December 4, 2025

Agenda Number: 9

Contact/Presenter: Anthony Wilder

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

Background: Discuss and consider a Resolution to change Schedule A in the TGAA Constitution. The Resolution is attached as Schedule J.

Agenda Date: December 4, 2025

Agenda Number: 10

Contact/Presenter: Anthony Wilder

Agenda Item: Discuss and consider TGAA Budget and matters related thereto.

Background: Discuss the approved budget vs actuals for the remainder of FY 2025.

| Proposed TGAA Budget to be discussed at the 20250827 board meeting | | | |
|---|------------------------------|------------------|-------------------|
| 2025/08/31 - 2025/12/31 | | | |
| Revenue | | | Remainder of 2025 |
| | Balance as of 2025/08/31 | | 10,800 |
| | Membership Dues ¹ | | 32,000 |
| | Contributions | | 81,200 |
| | Total | | 124,000 |
| Expenditures | | Monthly Estimate | Remainder of 2025 |
| | Fees | 550 | 2,200 |
| | Legal | 9,000 | 36,000 |
| | Office Supplies | 150 | 600 |
| | Payroll | 18,800 | 75,200 |
| | Professional Services | 0 | 0 |
| | Travel ² | 2,300 | 9,200 |
| | Website | 200 | 800 |
| | Total | 31,000 | 124,000 |

¹Estimate based upon progress with multiple prospective members.
²Estimate based upon location of prospective members.

| TGAA Budget vs Actuals to be discussed at the 20251204 board meeting | | | | |
|---|------------------------------|-------------------|--------------------------|-------------------|
| 2025/08/15 - 2025/12/31 | | | | |
| | | Approved | Actuals | Revised |
| Revenue | | Remainder of 2025 | 2025/08/15 to 2025/10/31 | Remainder of 2025 |
| | Balance | 10,800 | 10,667 | 55,124 |
| | Membership Dues ¹ | 32,000 | 0 | 0 |
| | Contributions | 81,200 | 130,000 | 6,876 |
| | Total | 124,000 | 140,667 | 62,000 |
| Expenditures | | Monthly Estimate | Actuals | Remainder of 2025 |
| | Fees | 550 | 1,248 | 1,100 |
| | Legal | 9,000 | 36,292 | 18,000 |
| | Office Supplies | 150 | 320 | 300 |
| | Payroll | 18,800 | 47,683 | 37,600 |
| | Professional Services | 0 | 0 | 0 |
| | Travel ² | 2,300 | 0 | 4,600 |
| | Website | 200 | 0 | 400 |
| | Total | 31,000 | 85,543 | 62,000 |

¹Estimate based upon progress with multiple prospective members.
²Estimate based upon location of prospective members.

Agenda Date: December 4, 2025

Agenda Number: 11

Contact/Presenter: Anthony Wilder

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

Agenda Date: December 4, 2025

Agenda Number: 12

Contact/Presenter: Anthony Wilder

Agenda Item: Adjournment



Texas Government Accountability Association

Board of Directors Meeting Minutes

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: A roll call was performed. The following were confirmed 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.

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 Wilder. The motion passed with the following vote:

Aye – 2 – Wheat, Wilder

Nay – 0 – None

Note: 1 director is vacant.

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.

Minutes:

Wilder provided a short bio of Scott Sanford and proposed him as a replacement for the vacant director. There was no further discussion.

Board Action:

A motion was made by Wilder to place Scott Sanford in Director Class 1 and a second was made by Wheat. The motion passed with the following vote:

Aye – 2 – Wheat, Wilder

Nay – 0 – None

Note: 1 director was vacant.

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.

Start: 9:45 AM

Stop: 10:00 AM

Board Action:

There was no board action after the executive session.

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 to the agenda packet as Schedule B. A version with no markup is attached to the agenda packet as Schedule C to display the Interlocal Agreement if all changes are approved.

Minutes:

Anthony Wilder provided an overview of the proposed changes followed by discussion.

Board Action:

A motion was made by Sanford to approve the proposed changes to the TGAA Interlocal Agreement and a second was made by Wheat. The motion passed with the following vote:

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

Agenda Date: June 26, 2025

Agenda Number: 8

Contact/Presenter: Anthony Wilder

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

Minutes:

None

Board Action:

None

Agenda Date: June 26, 2025

Agenda Number: 9

Contact/Presenter: Anthony Wilder

Agenda Item: Adjournment

Minutes:

None

Board Action:

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

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

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas Counties, Version 250827251204 (as may be amended, supplemented or otherwise modified from time to time, this hereinafter referred to as "Policy")

This Policy:

1. Is not applicable to any Elected Official's candidacy or election that is regulated by the Texas Ethics Commission; and
2. Does not waive the authority and discretion of any County, County Body, County Ethics Commission established by Local Government Code §161, Elected Official, or County Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

1. **General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the County, all County Bodies, Elected Officials, County Officials, Affiliated Organizations, Local Government Affiliates, and other Persons as applicable.
2. **Financial.** The County must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the County, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. **ACFR.** All Annual Comprehensive Financial Reports for the County.
 - b. **Audits.**
 - i. The County shall conduct an County-wide efficiency audit of each department within a rolling every three-five (5) years, which audit shall be conducted by an outside independent firm. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the County's website and the lead partner on the audit shall be made available for a Q&A session with County residents and taxpayers within thirty (30) days of report completion. The efficiency audit is not required if the Commissioners Court adopted a tax rate at or below the no-new-revenue tax rate for the previous or current fiscal year.

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- ii. The County shall conduct a County-wide financial audit every year, as authorized by Local Government Code §115.031, which audit shall be conducted by an outside independent CPA firm. The scope of the audit shall be to affirm the accuracy of all financial reporting and confirm proper accounting procedures are utilized. The draft audit report and the final audit report shall be posted to the County’s website and the lead partner on the audit shall be made available for a Q&A session with County residents and taxpayers within thirty (30) days of the final audit report’s completion, subject to the relevant provisions of the applicable accounting rules. A professional services contract for auditing services shall be limited to no more than four (4) years (including renewals beyond the initial term). An open procurement process with requests for proposals for auditing services shall be required every four (4) years. No firm shall perform such audit for more than 3 years in succession and no more than 6 times in 10 years.
- c. **Vendors.** The County shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:
 - i. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor’s business dealings with the County or any County Body;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with an Elected Official or County Official and/or any Elected Official or County Official’s Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Elected Officials in the previous twenty-four (24) months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the past-previous twelve (12) months by the Vendor or a Vendor’s Affiliate Organization to a current or former Elected Official or County Official or a Family Relationship of a current or former Elected Official or County Official.
- d. **Local Government Affiliates.** As a condition to receiving funds from the County, all Local Government Affiliates shall annually agree in writing to comply with this Policy.
- e. **Miscellaneous Financial Matters.**
 - i. Individual Compensation. A complete list of the total compensation paid to each Elected Official and County Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.

- ii. Vendor Searchability. Maintain and post to the County website an easily searchable database of all vendors who have received a payment within the twenty-four (24) months preceding the effective date of membership, with the database to be updated quarterly as new vendors and payments are added thereafter. Each database record shall include, for each payment, a unique identifying number for the vendor, vendor name, date, amount paid, description (if any), reason given for amount paid the payment (if any), chart of account number and account name of source of funds description to where coded, date, and description, if any.
3. **Conflicts of Interest.** The County shall post on its website accessible from the navigation on the home page within fifteen (15) business days, the occurrence of any of the following with all the relevant details:
- a. **County, County Body, & Local Government Affiliate Employment.** If the County, any County Body, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2(e)(i)) an Elected Official or County Official or any person that is a Family Relationship of any Elected Official or County Official.
 - b. **Favorable Granting of a Permit or Land Use -Variance.** If the County or any County Body grants a permit or land use variance to:
 - i. any Elected or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or
 - iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
 - c. **Favorable Passing of Ordinances.** If the County or any County Body enacts or passes any ordinance, order, resolution, rule, or regulation that is materially more favorable to any of the following than other County residents and organizations:
 - i. any Elected or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or
 - iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
 - d. **Contracting.** If the County, any County Body, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Elected or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or
 - iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
 - e. **Payments.** The County, any County Body, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a ~~written contract~~ County policy and which has not been previously disclosed pursuant to Section 1.3(a) or Section 1.3(d) above:
 - i. any Elected Official or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or

- iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
- f. ***Services & Asset Sales.*** Any Elected Official or County Official, any Family Relationship of any Elected Official or County Official, or any Affiliate Organization of any Elected Official, County Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the County, a County Body, or a Local Government Affiliate.

4. Commissioner's Court and County Body Meetings.

- a. All meetings of the Commissioner's Court as well as boards and commissions of the County with members that are not employees of the County shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.
- b. All meetings involving a majority of the Commissioner's Court shall be live-streamed and video recorded. The County will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the Commissioner's Court or making any presentation to the Commissioner's Court is both clearly visible and identified during the live-stream and in the video recording. The County will ensure that video and audio recordings of all Commissioner's Court meetings are promptly made available to the public, and in any event within forty-eight (48) hours, on the County's website.
- c. The Commissioner's Court shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the Commissioner's Court proposes to have considered during a closed executive session must first be ~~(1)~~ listed on the agenda of a regular meeting of such Commissioner's Court, which such agenda shall be made available to the public on the County's website in advance of such regular meeting, ~~and (2) during that regular meeting of the Commissioner's Court, approved by a majority vote of the Commissioner's Court to have such individual matter considered during a later closed executive session.~~
- d. The Commissioner's Court shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. Miscellaneous.

- a. **Organizational Chart.** A comprehensive organizational chart identifying all County Bodies, Elected Officials and County Officials, the supervisor each person reports to, position descriptions, and contact information (including County phone number and County e-mail address as applicable) updated at least quarterly and posted to the County's website.
- b. **Building Permit Application Procedures.** The procedures required to apply for all building permits, plats and land use variances with the specific time periods the applicant can expect for all portions of the process for which the County is responsible for performing shall be posted to the County's website.

- c. ***Open Records Requests.*** The County shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within ten (10) days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.
- d. ***County Body Appearances.*** Any Person who appears before a County Body, before speaking, shall be asked to disclose through a public comment form whether he or she, any Family Relationship, any Affiliate Organization, or any Family Relationships' Affiliate Organization has received payments from a County Body any payments he or she or any Family Relationship, Affiliate Organization, or Family Relationship's Affiliate Organization of he or she that have been received from a County Body in the past previous twelve (12) months.

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SECTION 2. ETHICS & RELATED PROHIBITIONS & REQUIREMENTS

1. General Covenants and Provisions.

- a. The ethics standards set forth in this Policy are designed to:
 - i. Encourage high ethical standards in official conduct by Elected Officials and County Officials; and
 - ii. Establish minimum guidelines for ethical standards of conduct for all Elected Officials and County Officials by setting forth those acts or actions that are incompatible with the best interests of the County.
- b. These standards shall extend to the County, all County Bodies, Elected Officials, County Officials, Local Government Affiliates, Family Relationship, Affiliate Organizations and other Persons as applicable.

2. Conflicts of Interest.

- a. **Decision Making.**
 - i. Elected Officials may not vote on any matter in Section 1.3 above for which they are a Conflicted Party.
 - ii. County Officials may not be the deciding party on any matter in Section 1.3 above for which they are a Conflicted Party.
- b. **Usage of County Property.** Unless explicitly allowed in writing per the terms of employment or office holding, an Elected Official or County Official shall not use, or permit others to use, any County or County Body funds, property, or personnel for non-County or non-County Body purposes, as applicable, except when otherwise available to the public generally or to a class of residents on substantially the same terms and conditions.
- c. **Representation.** Elected Officials and County Officials shall not for pay, profit, compensation, financial gain or other benefit represent or appear on behalf of themselves or on behalf of non-County or non-County Body interests before the ~~County or County Body~~ Commissioners Court.
- d. **Personnel Reporting.** No Person employed by the County or a County Body shall report directly or indirectly to a Family Relationship without the affirmative, public approval by the County ~~Council~~ Commissioners Court.
- e. **Proper Contracting.** No County Official shall be the decision maker for the hiring of a Vendor whereby said Vendor or an Affiliate Organization of the Vendor is a Family Relationship of the County Official.

3. **Gifts.** To avoid the appearance and risk of impropriety and self-enrichment, Elected Officials and County Officials shall not solicit or accept any Gift from any Person doing business with, seeking to do business with, or being regulated by the County. Those items or services that do not constitute prohibited Gifts include, but are not limited to:

- a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.

- ~~a.b.~~ Gifts reported in accordance with all applicable local, state and federal laws.

- ~~b.c.~~ Awards publicly presented in recognition of public service.

- e.d. Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official County business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than ~~\$200~~540.00 when furnished or provided to an Elected Official or County Official during the conduct of public business.
- d.e. Any item received by an Elected Official or County Official and immediately donated to a charitable organization.
- f. Meals, lodging, or transportation in connection with services rendered by the Elected Official or County Official at a conference, seminar or similar event that is more than merely perfunctory.
- e.g. Tickets, admission, meals, or hospitality associated with attendance at sporting, cultural, or entertainment events, when provided by the event sponsor or host organization and when such attendance serves a legitimate public, ceremonial, or representational purpose related to the duties of the Elected Official or County Official.
- f.h. Attendance by an Elected Official or County Official at hospitality functions at local, regional, state or national association meetings and/or conferences or at community, ceremonial, or social events, such as holiday gatherings, civic receptions, or constituent meetings, when such attendance serves a legitimate public or representational purpose.
- e.i. Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.

4. **Use of Confidential Information.** Elected Officials and County Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the County, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.

5. **Outside Employment and Political Activities.**

- a. Full-time County Officials must inform their supervisor in writing before engaging in off-duty employment.
- ~~b. Any Elected Official, County Official or Lobbyist employed or contracted by the County who advocates for changes in state or federal policy, regulations, or laws in their capacity as an Elected Official, County Official or Lobbyist employed or contracted by the County shall disclose the matters promoted or opposed and to whom on the County's website within 72 hours of occurrence.~~
- b. If the County or a County Body signs a contract with or enters into any agreement (written or otherwise) with a Lobbyist to advocate for changes in state or federal policy, regulations, or laws in their capacity, then the County shall post the contract or agreement on its website accessible from the navigation on the home page within fifteen (15) business days.

~~6.—Former and Current Elected Officials and County Officials.~~

- ~~a.—A former Elected Official or County Official shall not use or disclose confidential government information acquired during service as an Elected Official or County Official, provided that this Section shall not prohibit:
 - ~~i.—Any disclosure that is no longer confidential by law;~~
 - ~~ii.—The confidential reporting of illegal or unethical conduct to authorities designated by law; or~~
 - ~~iii.—As required by court order or appropriate agency.~~~~
- ~~b.—A former paid Elected Official or County Official shall not represent for compensation any person, group or entity, other than himself or herself, or his or her immediate family members, before any Election Official, County Official, County Council, or County Body for a period of 2 years after termination of his or her official duties, except by the public permission of and disclosure by the County Council.~~

SECTION 3. GLOSSARY OF DEFINED TERMS

1. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word “shall” is always mandatory. The word “herein” means in this Policy. The word “regulations” means the provisions of any applicable ordinance, rule, regulation or policy.
2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
 - a. “**Affiliate Organization**” means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. “**Conflicted Party**” means any Person who has entered into a relationship categorized as a Conflict of Interest as described by Section 1.(3) above.
 - c. “**County**” means a corporate and political body as defined by Texas Constitution Article- 9 and Local Government Code §71.
 - d. “**County Body**” means the Commissioner’s Court and any commission or board of the County created by, or appointed by the Commissioner’s Court, together with any other governing body or group responsible for the management and administration of any County activities and their subsidiaries. “County Body” shall also include all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by any County Body.
 - e. “**County Official**” means all persons appointed by the Commissioner’s Court, ~~or an individual~~ County Commissioner or County Judge to a County Body and all employees of the County responsible for overseeing the operations of a specific county office or agency with supervisory roles and authority over policies and procedures. For the avoidance of doubt, County Official shall not include the Elected Officials.
 - f. “**Elected Official**” means the elected officers of the County, including the County Judge, the members of the Commissioner’s Court, ~~the~~ County Clerk, Tax Assessor-Collector, County Attorney, County Treasurer, Justices of the Peace, Constables ~~and County Auditor, District Attorney, District Clerk and Sheriff~~.

- g. “**Family Relationship**” means any relationships within the third degree by consanguinity or second degree by affinity, each as defined by Texas Government Code Chapter 573. In relevant part, (A) Texas Government Code §573.023(c) provides that “[a]n individual’s relatives within the third degree by consanguinity are the individual’s: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).”; and (B) Texas Government Code §573.025(b) provides that “[a]n individuals relatives within the second degree by affinity are: (1) anyone related by consanguinity to the individual’s spouse in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2).
- h. “**Gift**” means a favor, service, hospitality, economic benefit, product or item having a value of ~~\$200,540.00~~ or more, or ~~\$500,1,080.00~~ or more within a 12-month period. A “Gift” does not include campaign contributions or gifts reported as required by local, state, or Federal law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.
- i. “**in writing**” shall include by memorandum, letter, or email whereby receipt is verified.
- j. “**Lobbyist**” means any Person as defined by Texas Government Code Chapter 305.
- k. “**Local Government Affiliate**” means any Person in which a) payments (other than compensation) from the County accounts for at least thirty percent (30%) of such Person’s annual revenues, and b) either whereby-i) the County or an Elected Official or County Official appoints two or more board members; or whereby-ii) the County established or renews such Person’s charter.
- l. “**Person**” means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.
- m. “**TGAA**” means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Texas Government Code §791.001, et seq.
- n. “**Vendor**” means any Person that receives payments from the County or any of its County Bodies that is not employment compensation.

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas Counties, Version 251204 *(as may be amended, supplemented or otherwise modified from time to time, hereinafter referred to as “Policy”)*

This Policy:

1. Is not applicable to any Elected Official’s candidacy or election that is regulated by the Texas Ethics Commission; and
2. Does not waive the authority and discretion of any County, County Body, County Ethics Commission established by Local Government Code §161, Elected Official, or County Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

1. **General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the County, all County Bodies, Elected Officials, County Officials, Affiliated Organizations, Local Government Affiliates, and other Persons as applicable.
2. **Financial.** The County must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the County, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. **ACFR.** All Annual Comprehensive Financial Reports for the County.
 - b. **Audits.**
 - i. The County shall conduct an efficiency audit of each department within a rolling five (5) years, which audit shall be conducted by an outside independent firm. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the County’s website and the lead partner on the audit shall be made available for a Q&A session with County residents and taxpayers within thirty (30) days of report completion. The efficiency audit is not required if the Commissioners Court adopted a tax rate at or below the no-new-revenue tax rate for the previous or current fiscal year.

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- ii. The County shall conduct a County-wide financial audit every year, as authorized by Local Government Code §115.031, which audit shall be conducted by an outside independent CPA firm. The scope of the audit shall be to affirm the accuracy of all financial reporting and confirm proper accounting procedures are utilized. The draft audit report and the final audit report shall be posted to the County's website and the lead partner on the audit shall be made available for a Q&A session with County residents and taxpayers within thirty (30) days of the final audit report's completion, subject to the relevant provisions of the applicable accounting rules. A professional services contract for auditing services shall be limited to no more than four (4) years (including renewals beyond the initial term). An open procurement process with requests for proposals for auditing services shall be required every four (4) years.
- c. **Vendors.** The County shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:
 - i. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor's business dealings with the County or any County Body;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with an Elected Official or County Official and/or any Elected Official or County Official's Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Elected Officials in the previous twenty-four (24) months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the previous twelve (12) months by the Vendor or a Vendor's Affiliate Organization to a current or former Elected Official or County Official or a Family Relationship of a current or former Elected Official or County Official.
- d. **Local Government Affiliates.** As a condition to receiving funds from the County, all Local Government Affiliates shall annually agree in writing to comply with this Policy.
- e. **Miscellaneous Financial Matters.**
 - i. Individual Compensation. A complete list of the total compensation paid to each Elected Official and County Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.

- ii. **Vendor Searchability.** Maintain and post to the County website an easily searchable database of all vendors who have received a payment within the twenty-four (24) months preceding the effective date of membership, with the database to be updated quarterly as new vendors and payments are added thereafter. Each database record shall include, for each payment, a unique identifying number for the vendor, vendor name, date, amount paid, description (if any), reason for the payment (if any), account number and account name of source of funds.
- 3. **Conflicts of Interest.** The County shall post on its website accessible from the navigation on the home page within fifteen (15) business days, the occurrence of any of the following with all the relevant details:
 - a. ***County, County Body, & Local Government Affiliate Employment.*** If the County, any County Body, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2(e)(i)) an Elected Official or County Official or any person that is a Family Relationship of any Elected Official or County Official.
 - b. ***Favorable Granting of a Permit or Land Use Variance.*** If the County or any County Body grants a permit or land use variance to:
 - i. any Elected or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or
 - iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
 - c. ***Favorable Passing of Ordinances.*** If the County or any County Body enacts or passes any ordinance, order, resolution, rule, or regulation that is materially more favorable to any of the following than other County residents and organizations:
 - i. any Elected or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or
 - iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
 - d. ***Contracting.*** If the County, any County Body, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Elected or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or
 - iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
 - e. ***Payments.*** The County, any County Body, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a County policy and which has not been previously disclosed pursuant to Section 1.3(a) or Section 1.3(d) above:
 - i. any Elected Official or County Official;
 - ii. any Family Relationship of any Elected Official or County Official; and/or

- iii. any Affiliate Organization of any Elected Official or County Official or any of their Family Relationships.
- f. ***Services & Asset Sales.*** Any Elected Official or County Official, any Family Relationship of any Elected Official or County Official, or any Affiliate Organization of any Elected Official, County Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the County, a County Body, or a Local Government Affiliate.

4. **Commissioners Court and County Body Meetings.**

- a. All meetings of the Commissioners Court as well as boards and commissions of the County with members that are not employees of the County shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.
- b. All meetings involving a majority of the Commissioners Court shall be live-streamed and video recorded. The County will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the Commissioners Court or making any presentation to the Commissioners Court is both clearly visible and identified during the live-stream and in the video recording. The County will ensure that video and audio recordings of all Commissioners Court meetings are promptly made available to the public, and in any event within forty-eight (48) hours, on the County's website.
- c. The Commissioners Court shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the Commissioners Court proposes to have considered during a closed executive session must first be listed on the agenda of a regular meeting of such Commissioners Court, which such agenda shall be made available to the public on the County's website in advance of such regular meeting.
- d. The Commissioners Court shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. **Miscellaneous.**

- a. **Organizational Chart.** A comprehensive organizational chart identifying all County Bodies, Elected Officials and County Officials, the supervisor each person reports to, position descriptions, and contact information (including County phone number and County e-mail address as applicable) updated at least quarterly and posted to the County's website.
- b. **Building Permit Application Procedures.** The procedures required to apply for all building permits, plats and land use variances with the specific time periods the applicant can expect for all portions of the process for which the County is responsible for performing shall be posted to the County's website.

- c. ***Open Records Requests.*** The County shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within ten (10) days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.
- d. ***County Body Appearances.*** Any Person who appears before a County Body, before speaking, shall be asked to disclose through a public comment form whether he or she, any Family Relationship, any Affiliate Organization, or any Family Relationships' Affiliate Organization has received payments from a County Body in the previous twelve (12) months.

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SECTION 2. ETHICS & RELATED PROHIBITIONS & REQUIREMENTS

1. General Covenants and Provisions.

- a. The ethics standards set forth in this Policy are designed to:
 - i. Encourage high ethical standards in official conduct by Elected Officials and County Officials; and
 - ii. Establish minimum guidelines for ethical standards of conduct for all Elected Officials and County Officials by setting forth those acts or actions that are incompatible with the best interests of the County.
- b. These standards shall extend to the County, all County Bodies, Elected Officials, County Officials, Local Government Affiliates, Family Relationship, Affiliate Organizations and other Persons as applicable.

2. Conflicts of Interest.

- a. **Decision Making.**
 - i. Elected Officials may not vote on any matter in Section 1.3 above for which they are a Conflicted Party.
 - ii. County Officials may not be the deciding party on any matter in Section 1.3 above for which they are a Conflicted Party.
- b. **Usage of County Property.** Unless explicitly allowed in writing per the terms of employment or office holding, an Elected Official or County Official shall not use, or permit others to use, any County or County Body funds, property, or personnel for non-County or non-County Body purposes, as applicable, except when otherwise available to the public generally or to a class of residents on substantially the same terms and conditions.
- c. **Representation.** Elected Officials and County Officials shall not for pay, profit, compensation, financial gain or other benefit represent or appear on behalf of themselves or on behalf of non-County or non-County Body interests before the County Commissioners Court.
- d. **Personnel Reporting.** No Person employed by the County or a County Body shall report directly or indirectly to a Family Relationship without the affirmative, public approval by the County Commissioners Court.
- e. **Proper Contracting.** No County Official shall be the decision maker for the hiring of a Vendor whereby said Vendor or an Affiliate Organization of the Vendor is a Family Relationship of the County Official.

3. **Gifts.** To avoid the appearance and risk of impropriety and self-enrichment, Elected Officials and County Officials shall not solicit or accept any Gift from any Person doing business with, seeking to do business with, or being regulated by the County. Those items or services that do not constitute prohibited Gifts include, but are not limited to:
 - a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.
 - b. Gifts reported in accordance with all applicable local, state and federal laws.
 - c. Awards publicly presented in recognition of public service.

- d. Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official County business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than \$540.00 when furnished or provided to an Elected Official or County Official during the conduct of public business.
 - e. Any item received by an Elected Official or County Official and immediately donated to a charitable organization.
 - f. Meals, lodging, or transportation in connection with services rendered by the Elected Official or County Official at a conference, seminar or similar event that is more than merely perfunctory.
 - g. Tickets, admission, meals, or hospitality associated with attendance at sporting, cultural, or entertainment events, when provided by the event sponsor or host organization and when such attendance serves a legitimate public, ceremonial, or representational purpose related to the duties of the Elected Official or County Official.
 - h. Attendance by an Elected Official or County Official at hospitality functions at local, regional, state or national association meetings and/or conferences or at community, ceremonial, or social events, such as holiday gatherings, civic receptions, or constituent meetings, when such attendance serves a legitimate public or representational purpose.
 - i. Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.
4. **Use of Confidential Information.** Elected Officials and County Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the County, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.
5. **Outside Employment and Political Activities.**
- a. Full-time County Officials must inform their supervisor in writing before engaging in off-duty employment.
 - b. If the County or a County Body signs a contract with or enters into any agreement (written or otherwise) with a Lobbyist to advocate for changes in state or federal policy, regulations, or laws in their capacity, then the County shall post the contract or agreement on its website accessible from the navigation on the home page within fifteen (15) business days.

SECTION 3. GLOSSARY OF DEFINED TERMS

1. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word “shall” is always mandatory. The word “herein” means in this Policy. The word “regulations” means the provisions of any applicable ordinance, rule, regulation or policy.
2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
 - a. “**Affiliate Organization**” means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. “**Conflicted Party**” means any Person who has entered into a relationship categorized as a Conflict of Interest as described by Section 1.3 above.
 - c. “**County**” means a corporate and political body as defined by Texas Constitution Article 9 and Local Government Code §71.
 - d. “**County Body**” means the Commissioners Court and any commission or board of the County created by, or appointed by the Commissioners Court, together with any other governing body or group responsible for the management and administration of any County activities and their subsidiaries. “County Body” shall also include all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by any County Body.
 - e. “**County Official**” means all persons appointed by the Commissioners Court, a County Commissioner or County Judge to a County Body and all employees of the County responsible for overseeing the operations of a specific county office or agency. For the avoidance of doubt, County Official shall not include the Elected Officials.
 - f. “**Elected Official**” means the elected officers of the County, including the County Judge, the members of the Commissioners Court, County Clerk, Tax Assessor-Collector, County Attorney, County Treasurer, Justices of the Peace, Constables, District Attorney, District Clerk and Sheriff.

- g. “**Family Relationship**” means any relationships within the third degree by consanguinity or second degree by affinity, each as defined by Texas Government Code Chapter 573. In relevant part, (A) Texas Government Code §573.023(c) provides that “[a]n individual’s relatives within the third degree by consanguinity are the individual’s: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).”; and (B) Texas Government Code §573.025(b) provides that “[a]n individuals relatives within the second degree by affinity are: (1) anyone related by consanguinity to the individual’s spouse in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2).
- h. “**Gift**” means a favor, service, hospitality, economic benefit, product or item having a value of \$540.00 or more, or \$1,080.00 or more within a 12-month period. A “Gift” does not include campaign contributions or gifts reported as required by local, state, or Federal law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.
- i. “**in writing**” shall include by memorandum, letter, or email whereby receipt is verified.
- j. “**Lobbyist**” means any Person as defined by Texas Government Code Chapter 305.
- k. “**Local Government Affiliate**” means any Person in which a) payments (other than compensation) from the County accounts for at least thirty percent (30%) of such Person’s annual revenues, and b) either i) the County or an Elected Official or County Official appoints two or more board members or ii) the County established or renews such Person’s charter.
- l. “**Person**” means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.
- m. “**TGAA**” means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Texas Government Code §791.001, et seq.
- n. “**Vendor**” means any Person that receives payments from the County or any of its County Bodies that is not employment compensation.

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas Municipalities, Version 250827251204

(as may be amended, supplemented or otherwise modified from time to time, this hereinafter referred to as "Policy")

This Policy:

1. Is not applicable to any Elected Official's candidacy or election that is regulated by the Texas Ethics Commission; and
2. Does not waive the authority and discretion of any City, City Body, Elected Official, or City Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

1. **General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the City, all City Bodies, Elected Officials, City Officials, Affiliated Organizations, Local Government Affiliate, and other Persons as applicable.
2. **Financial.** The City must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the City, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. **ACFR.** All Annual Comprehensive Financial Reports for the City.
 - b. **Audits.**
 - i. The City shall conduct an City-wide efficiency audit every of each department within a rolling three-five (5) years, which audit shall be conducted by an outside independent firm; provided, however, this requirement does not apply to departments whose primary function is the provision of emergency services, including police, fire, or emergency medical services. The requirement to conduct an efficiency audit is further waived if the City has an annual budget of \$2,000,000 or less for any year in which an efficiency audit would otherwise be required. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the City's website and the lead partner on the audit shall be made available for a Q&A session with City residents and taxpayers within thirty (30) days of report completion. The efficiency audit is not required if the City Council adopted a tax rate at or below the no-new-revenue tax rate for the previous or current fiscal year.

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- ii. The City shall conduct a City-wide financial audit every year, which audit shall be conducted by an outside independent CPA firm. The scope of the audit shall be to affirm the accuracy of all financial reporting and confirm proper accounting procedures are utilized. The draft audit report and the final audit report shall be posted to the City's website and the lead partner on the audit shall be made available for a Q&A session with City residents and taxpayers within thirty (30) days of the final audit report's completion, subject to the relevant provisions of the applicable accounting rules. A professional services contract for auditing services shall be limited to no more than four (4) years (including renewals beyond the initial term). An open procurement process with requests for proposals for auditing services shall be required every four (4) years.~~No firm shall~~

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~~perform such audit for more than 3 years in succession and no more than 6 times in 10 years.~~

- c. **Vendors.** The City shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:
- i. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor's business dealings with the City or any City Body;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with an Elected Official or City Official and/or any Elected Official or City Official's Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Elected Officials in the previous twenty-four (24) months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the ~~past previous twelve (12)~~ months by the Vendor or a Vendor's Affiliate Organization to a current or former Elected Official or City Official or a Family Relationship of a current or former Elected Official or City Official.
- d. **Local Government Affiliates.** As a condition to receiving funds from the City, all Local Government Affiliates shall annually agree in writing to complying with this Policy.
- e. **Miscellaneous Financial Matters.**
- i. Individual Compensation. A complete list of the total compensation paid to each Elected Official and City Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.
 - ii. Vendor Searchability. Maintain and post to the City website a ~~An~~ easily searchable database of all vendors who have received a payment within the twenty-four (24) months preceding the effective date of membership, with the database to be updated quarterly as new vendors and payments are added thereafter. Each database record shall ~~that~~ includes, for each payment, a unique identifying number for the vendor, vendor name, date, amount paid, description (if any), reason ~~given~~ for amount paid-payment ~~(if any), chart of account number and description to where coded, date, and description, if any account name of source of funds.~~

3. **Conflicts of Interest.** The City shall post on its website accessible from the navigation on the home page within ~~fifteen (15)~~ business days, the occurrence of any of the following with all the relevant details:
- a. **City, City Body, & Local Government Affiliate Employment.** If the City, City Body, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2(e)(i)) an Elected Official or City Official or any person that is a Family Relationship of any Elected Official or City Official.
 - b. **Favorable Granting of a Permit or Zoning Variance.** If the City or a City Body grants a permit or zoning variance to:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - c. **Favorable Passing of Ordinances.** If the City or any City Body enacts or passes any ordinance, legislation, rule, or regulation that is materially more favorable to any of the following than other City area citizens and organizations:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - d. **Contracting.** If the City, City Body, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - e. **Payments.** The City, any City Body, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a written contract and which has not been previously disclosed pursuant to Section 1.3(a) or Section 1.3(d) above:
 - i. any Elected Official or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - f. **Services & Asset Sales.** Any Elected Official or City Official, any Family Relationship of any Elected Official or City Official, or any Affiliate Organization of any Elected Official, City Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the City, a City Body, or a Local Government Affiliate.

4. **City and City Body Meetings.**

- a. All meetings of the City Council as well as boards and commissions of the City with members that are not employees of the City shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.
- b. All meetings involving a majority of the City Council shall be live-streamed and video recorded. The City will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the City Council or making any presentation to the City Council is both clearly visible and identified during the live-stream and in the video recording. The City will ensure that video and audio recordings of all City Council meetings are promptly made available to the public, and in any event within forty-eight (48) hours, on the City's website.
- c. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the City Council proposes to have considered during a closed executive session must first be ~~(1)~~ listed on the agenda of a regular meeting of such City Council, which such agenda shall be made available to the public on the City's website in advance of such regular meeting, ~~and (2) during that regular meeting of the City Council, approved by a majority vote of the City Council to have such individual matter considered during a later closed executive session.~~
- d. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. **Miscellaneous.**

- a. **Organizational Chart.** A comprehensive organizational chart identifying all City Bodies, Elected Officials and City Officials, , the supervisor each person reports to, position descriptions, and contact information (including city phone number and city e-mail address as applicable) updated at least quarterly and posted to the City's website.
- b. **Building Permit Application Procedures.** The procedures required to apply for all building permits and zoning variances with the specific time periods the applicant can expect for all portions of the process for which the City is responsible for performing shall be posted to the City's website.

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- c. ***Open Records Requests.*** The City shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within ten (10) days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.
- d. ***City Body Appearances.*** Any Person who appears before a City Body, before speaking, shall be asked to disclose through a public comment form whether he or she, any Family Relationship, any Affiliate Organization, or any Family Relationships' Affiliate Organization has received payments from a City Body ~~any payments he or she or any Family Relationship, Affiliate Organization, or Family Relationship's Affiliate Organization of he or she that have been received from a City Body~~ in the past previous twelve (12) months.

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SECTION 2. ETHICS & RELATED PROHIBITIONS & REQUIREMENTS

1. General Covenants and Provisions.

- a. The ethics standards set forth in this Policy are designed to:
 - i. Encourage high ethical standards in official conduct by Elected Officials and City Officials; and
 - ii. Establish minimum guidelines for ethical standards of conduct for all Elected Officials and City Officials by setting forth those acts or actions that are incompatible with the best interests of the City.
- b. These standards shall extend to the City, all City Bodies, Elected Officials, City Officials, Local Government Affiliates, Family Relationship, Affiliate Organizations and other Persons as applicable.

2. Conflicts of Interest.

- a. **Decision Making.**
 - i. Elected Officials may not vote on any matter in Section 1.3 above for which they are a Conflicted Party.
 - ii. City Officials may not be the deciding party on any matter in Section 1.3 above for which they are a Conflicted Party.
- b. **Usage of City Property.** Unless explicitly allowed in writing per the terms of employment or office holding, an Elected Official or City Official shall not use, or permit others to use, any City or City Body funds, property, or personnel for non-City or non-City Body purposes, as applicable, except when otherwise available to the public generally or to a class of residents on substantially the same terms and conditions.
- c. **Representation.** Elected Officials and City Officials shall not for pay, profit, compensation, financial gain or other benefit represent or appear on behalf of themselves or on behalf of non-City or non-City Body interests before the City or City Body.
- d. **Personnel Reporting.** No Person employed by the City or a City Body shall report directly or indirectly to a Family Relationship without the affirmative, public approval by the City Council.
- e. **Proper Contracting.** No City Official shall be the decision maker for the hiring of a Vendor whereby said Vendor or an Affiliate Organization of the Vendor is a Family Relationship of the City Official.

3. Gifts. To avoid the appearance and risk of impropriety and self-enrichment, Elected Officials and City Officials shall not solicit or accept any Gift from any Person doing business with, seeking to do business with, or being regulated by the City. Those items or services that do not constitute prohibited Gifts include, but are not limited to:

- a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.
- ~~a.b.~~ Gifts reported in accordance with all applicable local, state and federal laws.
- ~~b.c.~~ Awards publicly presented in recognition of public service.

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- ~~e.d.~~ Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official city business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than ~~\$200~~\$540.00 when furnished or provided to an Elected Official or City Official during the conduct of public business.
 - ~~d.e.~~ Any item received by an Elected Official or City Official and immediately donated to a charitable organization.
 - ~~f.~~ Meals, lodging, or transportation in connection with services rendered by the Elected Official or City Official at a conference, seminar or similar event that is more than merely perfunctory.
 - ~~e.g.~~ Tickets, admission, meals, or hospitality associated with attendance at sporting, cultural, or entertainment events, when provided by the event sponsor or host organization and when such attendance serves a legitimate public, ceremonial, or representational purpose related to the duties of the Elected Official or City Official.
 - ~~f.h.~~ Attendance by an Elected Official or City Official at hospitality functions at local, regional, state or national association meetings and/or conferences or at community, ceremonial, or social events, such as holiday gatherings, civic receptions, or constituent meetings, when such attendance serves a legitimate public or representational purpose.
 - ~~g.i.~~ Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.
4. **Use of Confidential Information.** Elected Officials and City Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the City, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.
5. **Outside Employment and Political Activities.**
- a. Full-time City Officials must inform their supervisor in writing before engaging in off-duty employment.
 - ~~b. Any Elected Official, City Official or Lobbyist employed or contracted by the City who advocates for changes in state or federal policy, regulations, or laws in their capacity as an Elected Official, City Official or Lobbyist employed or contracted by the City shall disclose the matters promoted or opposed and to whom on the City's website within 72 hours of occurrence.~~
 - b. If the City or a City Body signs a contract with or enters into any agreement (written or otherwise) with a Lobbyist to advocate for changes in state or federal policy, regulations, or laws in their capacity, then the City shall post the contract or agreement on its website accessible from the navigation on the home page within fifteen (15) business days.

~~6.—Former and Current Elected Officials and City Officials.~~

- ~~a.—A former Elected Official or City Official shall not use or disclose confidential government information acquired during service as an Elected Official or City Official, provided that this Section shall not prohibit:~~
- ~~i.—Any disclosure that is no longer confidential by law;~~
 - ~~ii.—The confidential reporting of illegal or unethical conduct to authorities designated by law; or~~
 - ~~iii.—As required by court order or appropriate agency.~~
- ~~b.—A former paid Elected Official or City Official shall not represent for compensation any person, group or entity, other than himself or herself, or his or her immediate family members, before any Election Official, City Official, City Council, or City Body for a period of 2 years after termination of his or her official duties, except by the public permission of and disclosure by the City Council.~~

SECTION 3. GLOSSARY OF DEFINED TERMS

1. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word “shall” is always mandatory. The word “herein” means in this Policy. The word “regulations” means the provisions of any applicable ordinance, rule, regulation or policy.
2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
 - a. **“Affiliate Organization”** means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. **“City”** means any home rule city which has adopted a home rule charter for its local self-governance and all its subsidiaries, or any general law city as defined in the Texas Local Government Code.
 - c. **“City Body”** means the City Council and any commission or board of the City created by the City Council, together with any other governing body or group responsible for the management and administration of any City activities and their subsidiaries. “City Body” shall also include all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by any City Body.
 - d. **“City Council”** means the City Council or City Commission as defined in the City Charter or Local Government Code.

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- e. “**City Official**” means all persons appointed by the City Council or an individual City Council Member to a City Body and all employees of the City ~~with supervisory roles and authority over policies and procedures responsible for overseeing the operations of a specific city department or agency.~~ For the avoidance of doubt, City Official shall not include the Elected Officials.
- f. “**Conflicted Party**” means any Person who has entered into a relationship categorized as a Conflict of Interest as described by Section 1.3 above.
- g. “**Elected Official**” means the elected officers of the City, including the mayor of the City and the members of the City Council.
- h. “**Family Relationship**” means any relationships within the third degree by consanguinity or second degree by affinity, each as defined by Texas Government Code Chapter 573. In relevant part, (A) Texas Government Code §573.023(c) provides that “[a]n individual’s relatives within the third degree by consanguinity are the individual’s: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) ~~great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).~~”; and (B) ~~Texas Government Code §573.025(b) provides that “[a]n individuals relatives within the second degree by affinity are: (1) anyone related by consanguinity to the individual’s spouse in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2).~~
- i. “**Gift**” means a favor, service, hospitality, economic benefit, product or item having a value of ~~\$200,540.00~~ or more, or ~~\$500,1,080.00~~ or more within a twelve (12)-month period. A “Gift” does not include campaign contributions or gifts reported as required by local, state, or Federal law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.
- j. “**in writing**” shall include by memorandum, letter, or email whereby receipt is verified.
- k. “**Lobbyist**” means any Person as defined by Texas Government Code Chapter 305.
- l. “**Local Government Affiliate**” means any Person in which a) payments (other than compensation) from the City accounts for at least thirty percent (30%) of such Person’s annual revenues, and b) either whereby-i) the City or an Elected Official or City Official appoints two or more board members; or whereby-ii) the City established or renews such Person’s charter.
- m. “**Person**” means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.

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- n. “*TGAA*” means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Texas Government Code §791.001, et seq.
- o. “*Vendor*” means any Person that receives payments from the City or any of its City Bodies that is not employment compensation.

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas Municipalities, Version 251204 *(as may be amended, supplemented or otherwise modified from time to time, hereinafter referred to as “Policy”)*

This Policy:

1. Is not applicable to any Elected Official’s candidacy or election that is regulated by the Texas Ethics Commission; and
2. Does not waive the authority and discretion of any City, City Body, Elected Official, or City Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

1. **General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the City, all City Bodies, Elected Officials, City Officials, Affiliated Organizations, Local Government Affiliate, and other Persons as applicable.
2. **Financial.** The City must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the City, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. **ACFR.** All Annual Comprehensive Financial Reports for the City.
 - b. **Audits.**
 - i. The City shall conduct an efficiency audit of each department within a rolling five (5) years, which audit shall be conducted by an outside independent firm; provided, however, this requirement does not apply to departments whose primary function is the provision of emergency services, including police, fire, or emergency medical services. The requirement is further waived if the City has an annual budget of \$2,000,000 or less for any year in which an efficiency audit would otherwise be required. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the City’s website and the lead partner on the audit shall be made available for a Q&A session with City residents and taxpayers within thirty (30) days of report completion. The efficiency audit is not required if the City Council adopted a tax rate at or below the no-new-revenue tax rate for the previous or current fiscal year.

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- ii. The City shall conduct a City-wide financial audit every year, which audit shall be conducted by an outside independent CPA firm. The scope of the audit shall be to affirm the accuracy of all financial reporting and confirm proper accounting procedures are utilized. The draft audit report and the final audit report shall be posted to the City's website and the lead partner on the audit shall be made available for a Q&A session with City residents and taxpayers within thirty (30) days of the final audit report's completion, subject to the relevant provisions of the applicable accounting rules. A professional services contract for auditing services shall be limited to no more than four (4) years (including renewals beyond the

- initial term). An open procurement process with requests for proposals for auditing services shall be required every four (4) years.
- c. **Vendors.** The City shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:
- i. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor's business dealings with the City or any City Body;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with an Elected Official or City Official and/or any Elected Official or City Official's Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Elected Officials in the previous twenty-four (24) months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the previous twelve (12) months by the Vendor or a Vendor's Affiliate Organization to a current or former Elected Official or City Official or a Family Relationship of a current or former Elected Official or City Official.
- d. **Local Government Affiliates.** As a condition to receiving funds from the City, all Local Government Affiliates shall annually agree in writing to complying with this Policy.
- e. **Miscellaneous Financial Matters.**
- i. Individual Compensation. A complete list of the total compensation paid to each Elected Official and City Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.
 - ii. Vendor Searchability. Maintain and post to the City website an easily searchable database of all vendors who have received a payment within the twenty-four (24) months preceding the effective date of membership, with the database to be updated quarterly as new vendors and payments are added thereafter. Each database record shall include, for each payment, a unique identifying number for the vendor, vendor name, date, amount paid, description (if any), reason for payment (if any), account number and account name of source of funds.

3. **Conflicts of Interest.** The City shall post on its website accessible from the navigation on the home page within fifteen (15) business days, the occurrence of any of the following with all the relevant details:
- a. ***City, City Body, & Local Government Affiliate Employment.*** If the City, City Body, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2(e)(i)) an Elected Official or City Official or any person that is a Family Relationship of any Elected Official or City Official.
 - b. ***Favorable Granting of a Permit or Zoning Variance.*** If the City or a City Body grants a permit or zoning variance to:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - c. ***Favorable Passing of Ordinances.*** If the City or any City Body enacts or passes any ordinance, legislation, rule, or regulation that is materially more favorable to any of the following than other City area citizens and organizations:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - d. ***Contracting.*** If the City, City Body, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - e. ***Payments.*** The City, any City Body, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a written contract and which has not been previously disclosed pursuant to Section 1.3(a) or Section 1.3(d) above:
 - i. any Elected Official or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
 - f. ***Services & Asset Sales.*** Any Elected Official or City Official, any Family Relationship of any Elected Official or City Official, or any Affiliate Organization of any Elected Official, City Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the City, a City Body, or a Local Government Affiliate.

4. **City and City Body Meetings.**

- a. All meetings of the City Council as well as boards and commissions of the City with members that are not employees of the City shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.
- b. All meetings involving a majority of the City Council shall be live-streamed and video recorded. The City will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the City Council or making any presentation to the City Council is both clearly visible and identified during the live-stream and in the video recording. The City will ensure that video and audio recordings of all City Council meetings are promptly made available to the public, and in any event within forty-eight (48) hours, on the City's website.
- c. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the City Council proposes to have considered during a closed executive session must first be listed on the agenda of a regular meeting of such City Council, which such agenda shall be made available to the public on the City's website in advance of such regular meeting.
- d. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. **Miscellaneous.**

- a. **Organizational Chart.** A comprehensive organizational chart identifying all City Bodies, Elected Officials and City Officials, , the supervisor each person reports to, position descriptions, and contact information (including city phone number and city e-mail address as applicable) updated at least quarterly and posted to the City's website.
- b. **Building Permit Application Procedures.** The procedures required to apply for all building permits and zoning variances with the specific time periods the applicant can expect for all portions of the process for which the City is responsible for performing shall be posted to the City's website.
- c. **Open Records Requests.** The City shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within ten (10) days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.

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- d. ***City Body Appearances.*** Any Person who appears before a City Body, before speaking, shall be asked to disclose through a public comment form whether he or she, any Family Relationship, any Affiliate Organization, or any Family Relationships' Affiliate Organization has received payments from a City Body in the previous twelve (12) months.

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 - ii. Establish minimum guidelines for ethical standards of conduct for all Elected Officials and City Officials by setting forth those acts or actions that are incompatible with the best interests of the City.
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 - a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.
 - b. Gifts reported in accordance with all applicable local, state and federal laws.
 - c. Awards publicly presented in recognition of public service.

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- d. Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official city business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than \$540.00 when furnished or provided to an Elected Official or City Official during the conduct of public business.
 - e. Any item received by an Elected Official or City Official and immediately donated to a charitable organization.
 - f. Meals, lodging, or transportation in connection with services rendered by the Elected Official or City Official at a conference, seminar or similar event that is more than merely perfunctory.
 - g. Tickets, admission, meals, or hospitality associated with attendance at sporting, cultural, or entertainment events, when provided by the event sponsor or host organization and when such attendance serves a legitimate public, ceremonial, or representational purpose related to the duties of the Elected Official or City Official.
 - h. Attendance by an Elected Official or City Official at hospitality functions at local, regional, state or national association meetings and/or conferences or at community, ceremonial, or social events, such as holiday gatherings, civic receptions, or constituent meetings, when such attendance serves a legitimate public or representational purpose.
 - i. Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.
4. **Use of Confidential Information.** Elected Officials and City Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the City, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.
5. **Outside Employment and Political Activities.**
- a. Full-time City Officials must inform their supervisor in writing before engaging in off-duty employment.
 - b. If the City or a City Body signs a contract with or enters into any agreement (written or otherwise) with a Lobbyist to advocate for changes in state or federal policy, regulations, or laws in their capacity, then the City shall post the contract or agreement on its website accessible from the navigation on the home page within fifteen (15) business days.

SECTION 3. GLOSSARY OF DEFINED TERMS

1. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word “shall” is always mandatory. The word “herein” means in this Policy. The word “regulations” means the provisions of any applicable ordinance, rule, regulation or policy.
2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
 - a. “**Affiliate Organization**” means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. “**City**” means any home rule city which has adopted a home rule charter for its local self-governance and all its subsidiaries, or any general law city as defined in the Texas Local Government Code.
 - c. “**City Body**” means the City Council and any commission or board of the City created by the City Council, together with any other governing body or group responsible for the management and administration of any City activities and their subsidiaries. “City Body” shall also include all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by any City Body.
 - d. “**City Council**” means the City Council or City Commission as defined in the City Charter or Local Government Code.
 - e. “**City Official**” means all persons appointed by the City Council or an individual City Council Member to a City Body and all employees of the City responsible for overseeing the operations of a specific city department or agency. For the avoidance of doubt, City Official shall not include the Elected Officials.
 - f. “**Conflicted Party**” means any Person who has entered into a relationship categorized as a Conflict of Interest as described by Section 1.3 above.
 - g. “**Elected Official**” means the elected officers of the City, including the mayor of the City and the members of the City Council.

- h. “**Family Relationship**” means any relationships within the third degree by consanguinity or second degree by affinity, each as defined by Texas Government Code Chapter 573. In relevant part, (A) Texas Government Code §573.023(c) provides that “[a]n individual’s relatives within the third degree by consanguinity are the individual’s: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).”; and (B) Texas Government Code §573.025(b) provides that “[a]n individuals relatives within the second degree by affinity are: (1) anyone related by consanguinity to the individual’s spouse in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2).
- i. “**Gift**” means a favor, service, hospitality, economic benefit, product or item having a value of \$540.00 or more, or \$1,080.00 or more within a twelve (12) month period. A “Gift” does not include campaign contributions or gifts reported as required by local, state, or Federal law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.
- j. “**in writing**” shall include by memorandum, letter, or email whereby receipt is verified.
- k. “**Lobbyist**” means any Person as defined by Texas Government Code Chapter 305.
- l. “**Local Government Affiliate**” means any Person in which a) payments (other than compensation) from the City accounts for at least thirty percent (30%) of such Person’s annual revenues, and b) either i) the City or an Elected Official or City Official appoints two or more board members or ii) the City established or renews such Person’s charter.
- m. “**Person**” means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.
- n. “**TGAA**” means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Texas Government Code §791.001, et seq.
- o. “**Vendor**” means any Person that receives payments from the City or any of its City Bodies that is not employment compensation.

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas School Districts, Version 250827251204

(as may be amended, supplemented or otherwise modified from time to time, this hereinafter referred to as "Policy")

This Policy:

1. Is not applicable to any Trustee's candidacy or election that is regulated by the Texas Ethics Commission; and
2. Does not waive the authority and discretion of any School District, Board of Trustees, Trustee, or District Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

1. **General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the School District, Board of Trustees, Trustees, District Officials, Affiliated Organizations, Local Government Affiliate, and other Persons as applicable.
2. **Financial.** The School District must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the School District, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. **AFMR.** The School District's Annual Financial Management Report.
 - b. **Audits.**
 - i. The School District shall conduct an ~~an~~ ~~District-wide~~ efficiency audit ~~every~~ ~~of each department within a rolling~~ ~~three-five (5)~~ years, which audit shall be conducted by an outside independent firm; provided, however, the requirement to conduct an efficiency audit is waived if the School District has an annual budget of \$2,000,000 or less for any year in which an efficiency audit would otherwise be required. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the School District's website and the lead partner on the audit shall be made available for a Q&A session with residents and taxpayers within the bounds of the School District within thirty (30) days of report completion. The efficiency audit is waived if the Board of Trustees adopted a tax rate at or below the no-new-revenue tax rate for the previous or current fiscal year.

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- ii. The School District shall conduct a District-wide financial audit every year, which audit shall be conducted by an outside independent CPA firm. The scope of the audit shall be to affirm the accuracy of all financial reporting, and confirm proper accounting procedures are utilized. -The draft audit report and the final audit report shall be posted to the School District's website and the lead partner on the audit shall be made available for a Q&A session with residents and taxpayers within the bounds of the School District within thirty (30) days of the final audit report's completion, subject to the relevant provisions of the applicable accounting rules. A professional services contract for auditing services shall be limited to no more than four (4) years (including renewals beyond the initial term). An open procurement process with requests for proposals for auditing services shall be required every four (4) years. No firm shall perform such audit for more than 3 years in succession and no more than 6 times in 10 years.
- c. **Vendors.** The School District shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:
 - i. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor's business dealings with the School District;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with a Trustee or District Official and/or any Trustee or District Official's Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Trustee in the previous twenty-four (24) months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the ~~past~~previous twelve (12) months by the Vendor or a Vendor's Affiliate Organization to a current or former Trustee or District Official or a Family Relationship of a current or former Trustee or District Official.
- d. **Local Government Affiliates.** As a condition to receiving funds from the School District, all Local Government Affiliates shall annually agree in writing to complying with this Policy.
- e. **Miscellaneous Financial Matters.**
 - i. Individual Compensation. A complete list of the total compensation paid to each District Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.
 - ii. Vendor Searchability. Maintain and post to the School District website aAn easily searchable database of all vendors who have received a payment within the twenty-four (24) months preceding the effective date

of membership, with the database to be updated quarterly as new vendors and payments are added thereafter. Each database record shall that includes, for each payment, a unique identifying number of vendor, vendor name, date, amount paid, description (if any), reason given for amount paid payment (if any), chart of account number and description to where coded, date, and description, if any account name of source of funds.

3. **Conflicts of Interest.** The School District shall post on its website accessible from the navigation on the home page within ~~fifteen (15)~~ business days, the occurrence of any of the following with all the relevant details:
- a. ***School District, Board of Trustees, & Local Government Affiliate Employment.*** If the School District, Board of Trustees, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2.(e)(i)) a Trustee or District Official or any person that is a Family Relationship of any Trustee or District Official.
 - b. ***Contracting.*** If the School District, Board of Trustees, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Trustee or District Official;
 - ii. any Family Relationship of any Trustee or District Official; and/or
 - iii. any Affiliate Organization of any Trustee or District Official or any of their Family Relationships.
 - c. ***Payments.*** The School District, Board of Trustees, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a written contract and which has not been previously disclosed pursuant to Section 1.3(a) or Section 1.3(d) above:
 - i. any Trustee or District Official;
 - ii. any Family Relationship of any Trustee or District Official; and/or
 - iii. any Affiliate Organization of any Trustee or District Official or any of their Family Relationships.
 - d. ***Services & Asset Sales.*** Any Trustee or District Official, any Family Relationship of any Trustee or District Official, or any Affiliate Organization of any Trustee, District Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the School District, Board of Trustees, or a Local Government Affiliate.
4. **Board of Trustees Meetings.**
- a. All meetings of the Board of Trustees shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.
 - b. All meetings involving a majority of the Board of Trustees shall be live-streamed and video recorded. The School District will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the Board of Trustees or making any presentation to the Board of Trustees is both clearly visible and identified during the live-stream and in the video recording.

The School District will ensure that video and audio recordings of all Board of Trustees meetings are promptly made available to the public, and in any event within forty-eight (48) hours, on the School District's website.

- c. The Board of Trustees shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the Board of Trustees proposes to have considered during a closed executive session must first be ~~(1)~~ listed on the agenda of a regular meeting of such Board of Trustees, which such agenda shall be made available to the public on the School District's website in advance of such regular meeting, ~~and (2) during that regular meeting of the Board of Trustees, approved by a majority vote of the Board of Trustees to have such individual matter considered during a later closed executive session.~~
- d. The Board of Trustees shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. **Student Information.**

- a. ***Instructional Materials.*** The School District shall implement a program to require that all teaching materials and tests used in each classroom per Texas Education Code §26.006, including a syllabus and a list of assigned readings (which list shall include the title of each book and the author's name), shall be posted on the School District's website at the earlier of the beginning of each school semester and any change to the teaching materials, except for tests which will be posted within forty-eight (48) hours after being administered, and regularly updated in a manner that is categorized by classroom and easily accessible by parents, residents and taxpayers. No materials shall be provided to or assigned to any student prior to being posted on the School District's website. In the event any material is provided to students without being disclosed in accordance with this Section 5(a), the School District shall post such material to the School District's website within forty-eight (48) hours of discovering such omission. The School District shall also notify within seventy-two (72) hours the parent or legal guardian of any student who was provided teaching materials without such materials having first been disclosed in advance in accordance with this Section 5(a). To the extent that any teaching materials or other content required to be disclosed under this Section 5(a) are subject to copyright protection under applicable law, the School District shall make such materials available to parents, guardians, residents and taxpayers of the School District through a password-protected system. In addition, the School District shall implement a program to require that the title and author of all books, periodicals and all other materials made available in any School District library or similar forum be posted to the School District's website, and updated at least monthly in a manner that is categorized by location and easily accessible by parents, residents and taxpayers.

- b. ***Post-Secondary Data.*** The School District shall assist students in applying for college, university, trade school, and/or other post-secondary activity in accordance with their career and family goals. In assisting students, the School District shall track for each student the institutions applied to as well as acceptance, rejection, waitlist, and enrollment data for each application. This data shall be made available to be viewed by the public on the School District's website. Individual student names shall be removed and information anonymized to protect the privacy of individual students. The data provided by the School District on the website will include detail regarding how many students applied to each institution and how many were accepted, waitlisted, or rejected from each institution. However, students and parents may refuse to share this data with the School District at their sole discretion.
- c. ***Student Testing Data.*** With individual identifying student data removed in order to preserve privacy, overall student performance data on all standardized tests, including the STAAR Test and any other test required under state or federal law, as well as Advanced Placement Tests and other similar tests administered by the School District, shall be made available for review on the School District's website. Such performance data must be aggregated and reported on the School District's website in a manner that clearly describes the average performance by all students as well as by the categories of students required by applicable law (i.e., ethnicity, sex, grade level, subject area, and campus). This performance data shall be made available within five (5) business days of receipt by the School District. The results of individual student performance on academic skills assessment instruments administered by the School District shall remain confidential and shall not be released unless otherwise permitted by applicable law. Students and parents may refuse to share this data with the School District at their sole discretion, except for any specific data that is required to be shared with the School District under applicable law.
- d. ***Transparency with Parents.*** The School District will seek to implement and maintain the highest levels of transparency with respect to the parents and legal guardians of District students. Upon request by a parent or legal guardian of a student, the District shall promptly provide any and all information requested by such parent or legal guardian pertaining to such student unless such disclosure is strictly prohibited by applicable law. Such information may include, but shall not be limited to, the current and future behaviors, qualities, expressions or comments of the student. The District will not allow any trustee, officer, administrator, employee, teacher, staff member, contract worker, vendor or any other representative or affiliate of the District to withhold any information relating to or concerning a student from the parent or legal guardian of such student under any circumstances.

6. **Miscellaneous.**

- a. ***Organizational Chart.*** A comprehensive organizational chart identifying the Board of Trustees and District Officials, the supervisor each person reports to,

position descriptions, and contact information (including ~~city~~school district phone number and ~~city~~school district e-mail address as applicable) updated at least quarterly and posted to the School District's website.

- b. ***Open Records Requests.*** The School District shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within ten (10) days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.
- c. ***Appearances before the Board of Trustees.*** Any Person who appears before the Board of Trustees, before speaking, shall be asked to disclose through a public comment form whether he or she, any Family Relationship, any Affiliate Organization, or any Family Relationships' Affiliate Organization has received payments from the School District~~any payments he or she or any Family Relationship, Affiliate Organization, or Family Relationship's Affiliate Organization of he or she that have been received from the School District, a Trustee, or District Officials~~ in the past previous twelve (12) months.
- d. ***Notifications and Alerts.*** The School District shall make easily accessible an automated RSS feed to which users of the School District's website may subscribe for notification of preferred, user-selected updates to the website. Additionally, the School District shall provide a means for citizens to sign up for an email list and for text message alerts to receive prompt updates when relevant documents, identified by type and category including curricula changes for specific classes, are updated on the School District's website. The School District will also provide a similar means for citizens to sign up for an email list and for text message alerts relating to upcoming meetings of the Board of Trustees and any other notices issued by the School District in any other format.

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SECTION 2. ETHICS & RELATED PROHIBITIONS & REQUIREMENTS

1. General Covenants and Provisions.

- a. The ethics standards set forth in this Policy are designed to:
 - i. Encourage high ethical standards in official conduct by Trustees and District Officials; and
 - ii. Establish minimum guidelines for ethical standards of conduct for all Trustees and District Officials by setting forth those acts or actions that are incompatible with the best interests of the School District.
- b. These standards shall extend to the School District, Board of Trustees, individual Trustees, District Officials, Local Government Affiliates, Family Relationship, Affiliate Organizations and other Persons as applicable.

2. Conflicts of Interest.

- a. **Decision Making.**
 - i. Trustees may not vote on any matter in Section 1.3 above for which they are a Conflicted Party.
 - ii. District Officials may not be the deciding party on any matter in Section 1.3 above for which they are a Conflicted Party.
- b. **Usage of School District Property.** Unless explicitly allowed in writing per the terms of employment or office holding, a Trustee or District Official shall not use, or permit others to use, any School District, property, or personnel for non-School District or non-Board of Trustees purposes, as applicable, except when otherwise available to the public generally or to a class of residents on substantially the same terms and conditions.
- c. **Representation.** Trustees and District Officials shall not for pay, profit, compensation, financial gain or other benefit represent or appear on behalf of themselves or on behalf of non-School District or non-Board of Trustees interests before the School District or Board of Trustees.
- d. **Personnel Reporting.** No Person employed by the School District or any Trustee shall report directly or indirectly to a Family Relationship without the affirmative, public approval by the Board of Trustees.
- e. **Proper Contracting.** No District Official shall be the decision maker for the hiring of a Vendor whereby said Vendor or an Affiliate Organization of the Vendor is a Family Relationship of the District Official.

3. **Gifts.** To avoid the appearance and risk of impropriety and self-enrichment Trustees and District Officials shall not solicit or accept any Gift from any Person doing business with, seeking to do business with, or being regulated by the School District. Those items or services that do not constitute prohibited Gifts include, but are not limited to:

- a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.

- ~~a.b.~~ Gifts reported in accordance with all applicable local, state and federal laws.

- ~~b.c.~~ Awards publicly presented in recognition of public service.

- ~~e.d.~~ Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official School District business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than ~~\$200~~\$540.00 when furnished or provided to a Trustee or District Official during the conduct of public business.
- ~~d.e.~~ Any item received by a Trustee or District Official and immediately donated to a charitable organization.
- ~~f.~~ Meals, lodging, or transportation in connection with services rendered by the Trustee or District Official at a conference, seminar or similar event that is more than merely perfunctory.
- ~~e.g.~~ Tickets, admission, meals, or hospitality associated with attendance at sporting, cultural, or entertainment events, when provided by the event sponsor or host organization and when such attendance serves a legitimate public, ceremonial, or representational purpose related to the duties of the Trustee or District Official.
- ~~f.h.~~ Attendance by a Trustee or District Official at hospitality functions at local, regional, state or national association meetings and/or conferences or at community, ceremonial, or social events, such as holiday gatherings, civic receptions, or constituent meetings, when such attendance serves a legitimate public or representational purpose.
- ~~g.i.~~ Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.

4. **Use of Confidential Information.** Trustees and District Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the School District, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.
- a. **Use of Student Data.** All data collected by the School District or on behalf of the School District relating to students shall be used solely for school purposes (as defined under section 32.151 of the Texas Education Code), and the School District shall be strictly prohibited from selling, using, disclosing or otherwise distributing any such student data for commercial gain or for any purpose permitted by applicable law. Subject to the foregoing, the School District is permitted to sell, use, disclose or distribute data relating to a particular student to a third party solely if (a) the parent or legal guardian of a student requests in writing that such information be shared with an identified third party, and in such case only with such identified third party, or (b) prior to selling or distributing such information, the School District obtains the written consent of the particular~~'s~~ student~~'s~~ parent or legal guardian. For the avoidance of doubt, any disclosure permitted pursuant to the preceding sentence shall only include data relating to that particular student and shall not include or reflect information relating to any other student or students. -Any individual or organization that

collects student data on behalf of the School District shall be subject to the same restrictions, prohibitions, and limitations that apply to the School District as set forth herein and in sections 32.151-.157 of the Texas Education Code.

- b. ***Student Mental Health Information.*** The School District will not allow any trustee, officer, administrator, employee, teacher, staff member, contract worker, vendor or any other representative or affiliate of the School District to conduct any mental health survey, study or diagnosis of any student without obtaining the prior written consent of the parent or legal guardian of each such student.

5. **Outside Employment and Political Activities.**

- a. Full-time District Officials must inform their supervisor in writing before engaging in off-duty employment.
- ~~b. Any Trustee, District Official or Lobbyist employed or contracted by the District who advocates for changes in state or federal policy, regulations, or laws in their capacity as a Trustee, District Official or Lobbyist employed or contracted by the District shall disclose the matters promoted or opposed and to whom on the School District's website within 72 hours of occurrence.~~
- b. If the Board of Trustees or the School District signs a contract with or enters into any agreement (written or otherwise) with a Lobbyist to advocate for changes in state or federal policy, regulations, or laws in their capacity, then the School District shall post the contract or agreement on its website accessible from the navigation on the home page within fifteen (15) business days.

~~6. Former and Current Trustees and District Officials.~~

- ~~a. A former Trustee or District Official shall not use or disclose confidential government information acquired during service as a Trustee or District Official, provided that this Section shall not prohibit:
 - ~~i. Any disclosure that is no longer confidential by law;~~
 - ~~ii. The confidential reporting of illegal or unethical conduct to authorities designated by law; or~~
 - ~~iii. As required by court order or appropriate agency.~~~~
- ~~b. A former Trustee or paid District Official shall not represent for compensation any person, group or entity, other than himself or herself, or his or her immediate family members, before any Election Official, District Official, or the Board of Trustees for a period of 2 years after termination of his or her official duties, except by the public permission of and disclosure by the Board of Trustees.~~

SECTION 3. GLOSSARY OF DEFINED TERMS

- 1. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word “shall” is always mandatory. The word “herein” means in this Policy.

The word “regulations” means the provisions of any applicable ordinance, rule, regulation or policy.

2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
- a. “**Affiliate Organization**” means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. “**Board of Trustees**” means the School District’s Board of Trustees, as a body corporate, as described in Texas Education Code §11.051. “Board of Trustees” shall also include all committees, sub-committees, working groups, councils, or any other entity created by the Board of Trustees.
 - c. “**Conflicted Party**” means any Person who has entered into a relationship categorized as a Conflict of Interest as described by Section 1.(3) above.
 - d. “**District Official**” means all persons appointed by the Board of Trustees or an individual Trustee to any committee, sub-committee, working group, council, or any other entity created by the Board of Trustees and all employees of the School District ~~with supervisory roles and authority over policies and procedures responsible for overseeing the operations of a specific campus, department or agency~~. This includes the School District’s Superintendent, which means the individual who is the educational leader and the chief executive officer of the Sschool Ddistrict as set forth in Texas Education Code §11.201(a). For the avoidance of doubt, District Official shall not include the Trustees.
 - e. “**Family Relationship**” means any relationships within the third degree by consanguinity or second degree by affinity, each as defined by Texas Government Code Chapter 573. In relevant part, (A) Texas Government Code §573.023(c) provides that “[a]n individual’s relatives within the third degree by consanguinity are the individual’s: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).”; and (B) Texas Government Code §573.025(b) provides that “[a]n individuals relatives within the second degree by affinity are: (1) anyone related by consanguinity to the individual’s spouse in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2).
 - f. “**Gift**” means a favor, service, hospitality, economic benefit, product or item having a value of ~~\$200540.00~~ or more, or ~~\$5001,080.00~~ or more within a twelve (12)- month period. A “Gift” does not include campaign contributions or gifts reported as required by local, state, or Federal law, money, items, or benefits

received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.

- g. ***“in writing”*** shall include by memorandum, letter, or email whereby receipt is verified.
- h. ***“Lobbyist”*** means any Person as defined by Texas Government Code Chapter 305.
- i. ***“Local Government Affiliate”*** means any Person in which a) payments (other than compensation) from the School District accounts for at least thirty percent (30%) of such Person’s annual revenues, and b) either whereby i) the School District, Board of Trustees, or District Official appoints two or more board members; or whereby ii) the School District established or renews such Person’s charter.
- j. ***“Person”*** means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.
- ~~j.k. ***“School District”*** means any educational institution in the State of Texas supported in whole or in part by state tax funds unless specifically excluded from the Texas Education Code as well as their subsidiaries, excluding charter schools and institutions of higher education.
“School District” means any educational institution in the State of Texas supported in whole or in part by state tax funds unless specifically excluded from the Texas Education Code as well as their subsidiaries, excluding charter schools and institutions of higher education.~~
- ~~k.l. ***“TGAA”*** means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Texas Government Code §791.001, et seq.~~
- ~~l.m. ***“Trustee”*** means the individual elected members of the Board of Trustees.~~
- ~~m.n. ***“Vendor”*** means any Person that receives payments from the School District that is not employment compensation.~~

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas School Districts, Version 251204 *(as may be amended, supplemented or otherwise modified from time to time, hereinafter referred to as “Policy”)*

This Policy:

1. Is not applicable to any Trustee’s candidacy or election that is regulated by the Texas Ethics Commission; and
2. Does not waive the authority and discretion of any School District, Board of Trustees, Trustee, or District Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

1. **General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the School District, Board of Trustees, Trustees, District Officials, Affiliated Organizations, Local Government Affiliate, and other Persons as applicable.
2. **Financial.** The School District must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the School District, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. **AFMR.** The School District’s Annual Financial Management Report.
 - b. **Audits.**
 - i. The School District shall conduct an efficiency audit of each department within a rolling five (5) years, which audit shall be conducted by an outside independent firm; provided, however, the requirement to conduct an efficiency audit is waived if the School District has an annual budget of \$2,000,000 or less for any year in which an efficiency audit would otherwise be required. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the School District’s website and the lead partner on the audit shall be made available for a Q&A session with residents and taxpayers within the bounds of the School District within thirty (30) days of report completion. The efficiency audit is waived if the Board of Trustees adopted a tax rate at or below the no-new-revenue tax rate for the previous or current fiscal year.

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- ii. The School District shall conduct a District-wide financial audit every year, which audit shall be conducted by an outside independent CPA firm. The scope of the audit shall be to affirm the accuracy of all financial reporting and confirm proper accounting procedures are utilized. The draft audit report and the final audit report shall be posted to the School District's website and the lead partner on the audit shall be made available for a Q&A session with residents and taxpayers within the bounds of the School District within thirty (30) days of the final audit report's completion, subject to the relevant provisions of the applicable accounting rules. A professional services contract for auditing services shall be limited to no more than four (4) years (including renewals beyond the initial term). An open procurement process with requests for proposals for auditing services shall be required every four (4) years.
- c. **Vendors.** The School District shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:
 - i. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor's business dealings with the School District;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with a Trustee or District Official and/or any Trustee or District Official's Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Trustee in the previous twenty-four (24) months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the previous twelve (12) months by the Vendor or a Vendor's Affiliate Organization to a current or former Trustee or District Official or a Family Relationship of a current or former Trustee or District Official.
- d. **Local Government Affiliates.** As a condition to receiving funds from the School District, all Local Government Affiliates shall annually agree in writing to complying with this Policy.
- e. **Miscellaneous Financial Matters.**
 - i. Individual Compensation. A complete list of the total compensation paid to each District Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.
 - ii. Vendor Searchability. Maintain and post to the School District website an easily searchable database of all vendors who have received a payment within the twenty-four (24) months preceding the effective date of membership, with the database to be updated quarterly as new vendors and payments are added thereafter. Each database record shall include, for

each payment, a unique identifying number of vendor, vendor name, date, amount paid, description (if any), reason for payment (if any), account number and account name of source of funds.

3. **Conflicts of Interest.** The School District shall post on its website accessible from the navigation on the home page within fifteen (15) business days, the occurrence of any of the following with all the relevant details:
- a. ***School District, Board of Trustees, & Local Government Affiliate Employment.*** If the School District, Board of Trustees, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2.(e)(i)) a Trustee or District Official or any person that is a Family Relationship of any Trustee or District Official.
 - b. ***Contracting.*** If the School District, Board of Trustees, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Trustee or District Official;
 - ii. any Family Relationship of any Trustee or District Official; and/or
 - iii. any Affiliate Organization of any Trustee or District Official or any of their Family Relationships.
 - c. ***Payments.*** The School District, Board of Trustees, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a written contract and which has not been previously disclosed pursuant to Section 1.3(a) or Section 1.3(d) above:
 - i. any Trustee or District Official;
 - ii. any Family Relationship of any Trustee or District Official; and/or
 - iii. any Affiliate Organization of any Trustee or District Official or any of their Family Relationships.
 - d. ***Services & Asset Sales.*** Any Trustee or District Official, any Family Relationship of any Trustee or District Official, or any Affiliate Organization of any Trustee, District Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the School District, Board of Trustees, or a Local Government Affiliate.
4. **Board of Trustees Meetings.**
- a. All meetings of the Board of Trustees shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.
 - b. All meetings involving a majority of the Board of Trustees shall be live-streamed and video recorded. The School District will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the Board of Trustees or making any presentation to the Board of Trustees is both clearly visible and identified during the live-stream and in the video recording.

The School District will ensure that video and audio recordings of all Board of Trustees meetings are promptly made available to the public, and in any event within forty-eight (48) hours, on the School District's website.

- c. The Board of Trustees shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the Board of Trustees proposes to have considered during a closed executive session must first be listed on the agenda of a regular meeting of such Board of Trustees, which such agenda shall be made available to the public on the School District's website in advance of such regular meeting.
- d. The Board of Trustees shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. **Student Information.**

- a. ***Instructional Materials.*** The School District shall implement a program to require that all teaching materials and tests used in each classroom per Texas Education Code §26.006, including a syllabus and a list of assigned readings (which list shall include the title of each book and the author's name), shall be posted on the School District's website at the earlier of the beginning of each school semester and any change to the teaching materials, except for tests which will be posted within forty-eight (48) hours after being administered, and regularly updated in a manner that is categorized by classroom and easily accessible by parents, residents and taxpayers. No materials shall be provided to or assigned to any student prior to being posted on the School District's website. In the event any material is provided to students without being disclosed in accordance with this Section 5(a), the School District shall post such material to the School District's website within forty-eight (48) hours of discovering such omission. The School District shall also notify within seventy-two (72) hours the parent or legal guardian of any student who was provided teaching materials without such materials having first been disclosed in advance in accordance with this Section 5(a). To the extent that any teaching materials or other content required to be disclosed under this Section 5(a) are subject to copyright protection under applicable law, the School District shall make such materials available to parents, guardians, residents and taxpayers of the School District through a password-protected system. In addition, the School District shall implement a program to require that the title and author of all books, periodicals and all other materials made available in any School District library or similar forum be posted to the School District's website, and updated at least monthly in a manner that is categorized by location and easily accessible by parents, residents and taxpayers.
- b. ***Post-Secondary Data.*** The School District shall assist students in applying for college, university, trade school, and/or other post-secondary activity in accordance with their career and family goals. In assisting students, the School

District shall track for each student the institutions applied to as well as acceptance, rejection, waitlist, and enrollment data for each application. This data shall be made available to be viewed by the public on the School District's website. Individual student names shall be removed and information anonymized to protect the privacy of individual students. The data provided by the School District on the website will include detail regarding how many students applied to each institution and how many were accepted, waitlisted, or rejected from each institution. However, students and parents may refuse to share this data with the School District at their sole discretion.

- c. ***Student Testing Data.*** With individual identifying student data removed in order to preserve privacy, overall student performance data on all standardized tests, including the STAAR Test and any other test required under state or federal law, as well as Advanced Placement Tests and other similar tests administered by the School District, shall be made available for review on the School District's website. Such performance data must be aggregated and reported on the School District's website in a manner that clearly describes the average performance by all students as well as by the categories of students required by applicable law (i.e., ethnicity, sex, grade level, subject area, and campus). This performance data shall be made available within five (5) business days of receipt by the School District. The results of individual student performance on academic skills assessment instruments administered by the School District shall remain confidential and shall not be released unless otherwise permitted by applicable law. Students and parents may refuse to share this data with the School District at their sole discretion, except for any specific data that is required to be shared with the School District under applicable law.
- d. ***Transparency with Parents.*** The School District will seek to implement and maintain the highest levels of transparency with respect to the parents and legal guardians of District students. Upon request by a parent or legal guardian of a student, the District shall promptly provide any and all information requested by such parent or legal guardian pertaining to such student unless such disclosure is strictly prohibited by applicable law. Such information may include, but shall not be limited to, the current and future behaviors, qualities, expressions or comments of the student. The District will not allow any trustee, officer, administrator, employee, teacher, staff member, contract worker, vendor or any other representative or affiliate of the District to withhold any information relating to or concerning a student from the parent or legal guardian of such student under any circumstances.

6. **Miscellaneous.**

- a. ***Organizational Chart.*** A comprehensive organizational chart identifying the Board of Trustees and District Officials, the supervisor each person reports to, position descriptions, and contact information (including school district phone number and school district e-mail address as applicable) updated at least quarterly and posted to the School District's website.

- b. ***Open Records Requests.*** The School District shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within ten (10) days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.
- c. ***Appearances before the Board of Trustees.*** Any Person who appears before the Board of Trustees, before speaking, shall be asked to disclose through a public comment form whether he or she, any Family Relationship, any Affiliate Organization, or any Family Relationships' Affiliate Organization has received payments from the School District in the previous twelve (12) months.
- d. ***Notifications and Alerts.*** The School District shall make easily accessible an automated RSS feed to which users of the School District's website may subscribe for notification of preferred, user-selected updates to the website. Additionally, the School District shall provide a means for citizens to sign up for an email list and for text message alerts to receive prompt updates when relevant documents, identified by type and category including curricula changes for specific classes, are updated on the School District's website. The School District will also provide a similar means for citizens to sign up for an email list and for text message alerts relating to upcoming meetings of the Board of Trustees and any other notices issued by the School District in any other format.

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SECTION 2. ETHICS & RELATED PROHIBITIONS & REQUIREMENTS

1. General Covenants and Provisions.

- a. The ethics standards set forth in this Policy are designed to:
 - i. Encourage high ethical standards in official conduct by Trustees and District Officials; and
 - ii. Establish minimum guidelines for ethical standards of conduct for all Trustees and District Officials by setting forth those acts or actions that are incompatible with the best interests of the School District.
- b. These standards shall extend to the School District, Board of Trustees, individual Trustees, District Officials, Local Government Affiliates, Family Relationship, Affiliate Organizations and other Persons as applicable.

2. Conflicts of Interest.

- a. **Decision Making.**
 - i. Trustees may not vote on any matter in Section 1.3 above for which they are a Conflicted Party.
 - ii. District Officials may not be the deciding party on any matter in Section 1.3 above for which they are a Conflicted Party.
- b. **Usage of School District Property.** Unless explicitly allowed in writing per the terms of employment or office holding, a Trustee or District Official shall not use, or permit others to use, any School District, property, or personnel for non-School District or non-Board of Trustees purposes, as applicable, except when otherwise available to the public generally or to a class of residents on substantially the same terms and conditions.
- c. **Representation.** Trustees and District Officials shall not for pay, profit, compensation, financial gain or other benefit represent or appear on behalf of themselves or on behalf of non-School District or non-Board of Trustees interests before the School District or Board of Trustees.
- d. **Personnel Reporting.** No Person employed by the School District or any Trustee shall report directly or indirectly to a Family Relationship without the affirmative, public approval by the Board of Trustees.
- e. **Proper Contracting.** No District Official shall be the decision maker for the hiring of a Vendor whereby said Vendor or an Affiliate Organization of the Vendor is a Family Relationship of the District Official.

3. Gifts.

To avoid the appearance and risk of impropriety and self-enrichment Trustees and District Officials shall not solicit or accept any Gift from any Person doing business with, seeking to do business with, or being regulated by the School District. Those items or services that do not constitute prohibited Gifts include, but are not limited to:

- a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.
- b. Gifts reported in accordance with all applicable local, state and federal laws.
- c. Awards publicly presented in recognition of public service.

- d. Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official School District business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than \$540.00 when furnished or provided to a Trustee or District Official during the conduct of public business.
 - e. Any item received by a Trustee or District Official and immediately donated to a charitable organization.
 - f. Meals, lodging, or transportation in connection with services rendered by the Trustee or District Official at a conference, seminar or similar event that is more than merely perfunctory.
 - g. Tickets, admission, meals, or hospitality associated with attendance at sporting, cultural, or entertainment events, when provided by the event sponsor or host organization and when such attendance serves a legitimate public, ceremonial, or representational purpose related to the duties of the Trustee or District Official.
 - h. Attendance by a Trustee or District Official at hospitality functions at local, regional, state or national association meetings and/or conferences or at community, ceremonial, or social events, such as holiday gatherings, civic receptions, or constituent meetings, when such attendance serves a legitimate public or representational purpose.
 - i. Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.
4. **Use of Confidential Information.** Trustees and District Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the School District, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.
- a. **Use of Student Data.** All data collected by the School District or on behalf of the School District relating to students shall be used solely for school purposes (as defined under section 32.151 of the Texas Education Code), and the School District shall be strictly prohibited from selling, using, disclosing or otherwise distributing any such student data for commercial gain or for any purpose permitted by applicable law. Subject to the foregoing, the School District is permitted to sell, use, disclose or distribute data relating to a particular student to a third party solely if (a) the parent or legal guardian of a student requests in writing that such information be shared with an identified third party, and in such case only with such identified third party, or (b) prior to selling or distributing such information, the School District obtains the written consent of the particular student's parent or legal guardian. For the avoidance of doubt, any disclosure permitted pursuant to the preceding sentence shall only include data relating to that particular student and shall not include or reflect information relating to any other student or students. Any individual or organization that collects student data

on behalf of the School District shall be subject to the same restrictions, prohibitions, and limitations that apply to the School District as set forth herein and in sections 32.151-.157 of the Texas Education Code.

- b. ***Student Mental Health Information.*** The School District will not allow any trustee, officer, administrator, employee, teacher, staff member, contract worker, vendor or any other representative or affiliate of the School District to conduct any mental health survey, study or diagnosis of any student without obtaining the prior written consent of the parent or legal guardian of each such student.

5. **Outside Employment and Political Activities.**

- a. Full-time District Officials must inform their supervisor in writing before engaging in off-duty employment.
- b. If the Board of Trustees or the School District signs a contract with or enters into any agreement (written or otherwise) with a Lobbyist to advocate for changes in state or federal policy, regulations, or laws in their capacity, then the School District shall post the contract or agreement on its website accessible from the navigation on the home page within fifteen (15) business days.

SECTION 3. GLOSSARY OF DEFINED TERMS

1. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word “shall” is always mandatory. The word “herein” means in this Policy. The word “regulations” means the provisions of any applicable ordinance, rule, regulation or policy.
2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
 - a. ***“Affiliate Organization”*** means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. ***“Board of Trustees”*** means the School District’s Board of Trustees, as a body corporate, as described in Texas Education Code §11.051. “Board of Trustees” shall also include all committees, sub-committees, working groups, councils, or any other entity created by the Board of Trustees.
 - c. ***“Conflicted Party”*** means any Person who has entered into a relationship categorized as a Conflict of Interest as described by Section 1.3 above.
 - d. ***“District Official”*** means all persons appointed by the Board of Trustees or an individual Trustee to any committee, sub-committee, working group, council, or any other entity created by the Board of Trustees and all employees of the School

District responsible for overseeing the operations of a specific campus, department or agency. This includes the School District's Superintendent, which means the individual who is the educational leader and the chief executive officer of the School District as set forth in Texas Education Code §11.201(a). For the avoidance of doubt, District Official shall not include the Trustees.

- e. ***“Family Relationship”*** means any relationships within the third degree by consanguinity or second degree by affinity, each as defined by Texas Government Code Chapter 573. In relevant part, (A) Texas Government Code §573.023(c) provides that “[a]n individual’s relatives within the third degree by consanguinity are the individual’s: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).”; and (B) Texas Government Code §573.025(b) provides that “[a]n individuals relatives within the second degree by affinity are: (1) anyone related by consanguinity to the individual’s spouse in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Sections 573.023(c)(1) and 573.023(c)(2).
- f. ***“Gift”*** means a favor, service, hospitality, economic benefit, product or item having a value of \$540.00 or more, or \$1,080.00 or more within a twelve (12) month period. A “Gift” does not include campaign contributions or gifts reported as required by local, state, or Federal law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.
- g. ***“in writing”*** shall include by memorandum, letter, or email whereby receipt is verified.
- h. ***“Lobbyist”*** means any Person as defined by Texas Government Code Chapter 305.
- i. ***“Local Government Affiliate”*** means any Person in which a) payments (other than compensation) from the School District accounts for at least thirty percent (30%) of such Person’s annual revenues, and b) either i) the School District, Board of Trustees, or District Official appoints two or more board members or ii) the School District established or renews such Person’s charter.
- j. ***“Person”*** means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.
- k. ***“School District”*** means any educational institution in the State of Texas supported in whole or in part by state tax funds unless specifically excluded from the Texas Education Code as well as their subsidiaries, excluding charter schools and institutions of higher education.

- l. “*TGAA*” means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Texas Government Code §791.001, et seq.
- m. “*Trustee*” means the individual elected members of the Board of Trustees.
- n. “*Vendor*” means any Person that receives payments from the School District that is not employment compensation.

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

This Contract and Interlocal Agreement (~~hereinafter referred to as 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 (~~hereinafter referred to as the~~ “TGAA”) has adopted uniform transparency and ethics policies that the Members have determined are in the best interests of the public to adopt and adhere to;

WHEREAS, the undersigned Member finds that it is in the best interests s 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,~~ hereinafter referred to as 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 provide guidance and accountability for the benefit of the public to the ~~have no authority over~~ Member ~~other than~~ in the specific areas of transparency and ethics only. The transparency and ethics ~~responsibilities~~ authority granted to the TGAA by this Agreement shall extend to cover the Member, its employees, ~~staff~~, elected officials, vendors, grant recipients, appointees and agents ~~and, but~~ shall exclude any matters ~~have no authority~~ related to any elected official’s candidacy or election ~~that is regulated~~ governed 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.

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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, hereinafter referred to as 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 local government 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 one of the following options:

- 1) 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]?*".
- 2) -Two affirmative votes of the governing body of the Member per the following process:

Schedule H

- a. The Member declares intent to terminate this agreement in open session of a regularly scheduled meeting of the Member's governing body with an affirmative vote with a 4/5th majority.
- b. A waiting period of at least one hundred fifty (150) days for the public to consider the intention and provide feedback.
- c. The Member terminates this agreement in open session of a regularly scheduled meeting of the Member's governing body with an affirmative vote with a 4/5th majority.

At such point, the Member may deliver a six (6) months ~~one (1) year~~ advance notice of its intent to terminate this Agreement. Dues will remain constant for the Member for the subsequent six (6) months ~~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. Any dues paid by the Member for a term exceeding six (6) months shall be refunded on a prorated basis upon conclusion of membership.

The board of directors of the TGAA (hereinafter referred to as ~~the~~ "Board"), acting through its agents and the TGAA staff, is responsible for the administration of all TGAA business on behalf of the Members.

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, hereinafter referred to as ~~a~~ "Action") against the Member. Before bringing an Action to enforce this Agreement, the TGAA or a member of the public must first file a complaint with the Member (if the TGAA is the complainant) and the Board TGAA (if a member of the public is the complainant). The complainant shall include all supporting documents in his or her possession when filing the complaint. If a member of the public is the complainant, the TGAA shall review the complaint within thirty (30) calendar days and 1) forward it to the Member or 2) dismiss the complaint and inform the complainant that it is not germane to this Agreement. The Member shall investigate the allegations in the complaint as necessary and schedule a conference with the complainant to be held within twenty-one ~~ten (21+0)~~ 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 for 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 Member of its representative administrator believes will help in rendering a decision resolve the complaint, including but not limited to documents submitted by the complainant with the

Schedule H

complaint. The complainant may bring an Action to enforce the Agreement against the Member if: (a) the TGAA determines the complaint is germane to this Agreement (if a member of the public is the complainant); (b) the Member refuses to abide by this Agreement~~the complainant did not receive the relief requested from the Member following the receipt of the written response;~~ (c) the Member did not set the conference timely as proscribed herein and in the TGAA Bylaws; or (d) 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-harm~~ to the TGAA ~~would occur in the event the Member materially breaches that any of the key provisions of this Agreement were not or fails to performed by the Member any essential obligation~~ in accordance with ~~their~~ its 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 if the complaint process described in the prior paragraph has been completed, and the Member shall be required to reimburse any member of the public and/or the TGAA for ~~reasonable~~ any attorneys' fees and other costs incurred for prevailing merits only 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.

Except for Actions seeking injunctive relief or specific performance pursuant to this Agreement, ~~a~~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 county of the member or a mutually agreed upon county in 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.

Schedule H

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.~~

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*, whichever is less, with a minimum of \$500*.

~~*The Board may As adjusted annually going forward, beginning in 2026, for these amounts, but no more than~~ the Municipal Cost Index (MCI) as published by American City & County for the preceding twelve (12) months. The adjustment may not exceed three percent (3%) annually.

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

This Contract and Interlocal Agreement (hereinafter referred to as “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 (hereinafter referred to as “TGAA”) has adopted uniform transparency and ethics policies that the Members have determined are in the best interests of the public to adopt and adhere to;

WHEREAS, the undersigned Member finds that it is in the best interests 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, (hereinafter referred to as “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 provide guidance and accountability for the benefit of the public to the Member in the specific areas of transparency and ethics only. The transparency and ethics responsibilities shall cover the Member, its employees, elected officials, vendors, grant recipients, appointees and agents, but shall exclude any matters related to an elected official’s candidacy or election governed 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.

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, hereinafter referred to as “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 local government 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 by one of the following options:

- 1) 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]?*”.
- 2) Two affirmative votes of the governing body of the Member per the following process:
 - a. The Member declares intent to terminate this agreement in open session of a regularly scheduled meeting of the Member’s governing body with an affirmative vote with a 4/5th majority.
 - b. A waiting period of at least one hundred fifty (150) days for the public to consider the intention and provide feedback.

Schedule I

- c. The Member terminates this agreement in open session of a regularly scheduled meeting of the Member's governing body with an affirmative vote with a 4/5th majority.

At such point, the Member may deliver a six (6) months advance notice of its intent to terminate this Agreement. Dues will remain constant for the Member for the subsequent six (6) months 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. Any dues paid by the Member for a term exceeding six (6) months shall be refunded on a prorated basis upon conclusion of membership.

The board of directors of the TGAA (hereinafter referred to as "Board"), acting through its agents and the TGAA staff, is responsible for the administration of all TGAA business on behalf of the Members.

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, hereinafter referred to as "Action") against the Member. Before bringing an Action to enforce this Agreement, the TGAA or a member of the public must first file a complaint with the Member (if the TGAA is the complainant) or the TGAA (if a member of the public is the complainant). The complainant shall include all supporting documents in his or her possession when filing the complaint. If a member of the public is the complainant, the TGAA shall review the complaint within thirty (30) calendar days and 1) forward it to the Member or 2) dismiss the complaint and inform the complainant that it is not germane to this Agreement. The Member shall investigate the allegations in the complaint as necessary and schedule a conference with the complainant to be held within twenty-one (21) 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) 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 for 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 Member or its representative believes will help in rendering a decision, 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 TGAA determines the complaint is germane to this Agreement (if a member of the public is the complainant); (b) the Member refuses to abide by this Agreement; (c) the Member did not set the conference timely as proscribed herein and in the TGAA Bylaws; or (d) the Member did not provide a written response to the complainant as proscribed herein and in the TGAA Bylaws.

The parties hereto agree that irreparable harm to the TGAA could occur in the event the Member materially breaches any key provision of this Agreement or fails to perform any essential obligation in accordance with its specific terms. 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 if the complaint process described in the prior paragraph has been completed, and the Member shall be required to reimburse any member of the public and/or the TGAA for reasonable attorneys' fees and other costs incurred for prevailing merits only 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.

Except for Actions seeking injunctive relief or specific performance pursuant to this Agreement, 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 the county of the member or a mutually agreed upon county in 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.

Schedule I

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 an amount equal to the product of total population within the geographic area of such political subdivision as of the most recent census multiplied by \$0.15* or 2) \$25,000*, whichever is less, with a minimum of \$500*.

*The Board may adjust these amounts, but no more than the Municipal Cost Index (MCI) as published by American City & County for the preceding twelve (12) months. **The adjustment may not exceed three percent (3%) annually.**



Texas Government Accountability Association

Board Resolution 2025-01

A resolution of the Board of Directors of the Texas Government Accountability Association (TGAA) authorizing the Executive Director to change Schedule A of the TGAA Constitution.

Be it resolved by the Board of Directors of the TGAA that:

Section 1

Schedule A of the TGAA Constitution may be adjusted or changed per Section 3.3, which states "...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 by resolution of the Board for all members, any group of members, or any individual member";

Section 2

The Executive Director is authorized to change Schedule A of the TGAA Constitution to align with and match Schedule A of the Interlocal Agreement;

Section 3

The Executive Director is authorized to take those steps reasonable and necessary to comply with the intent of this Resolution; and

Section 4

This Resolution shall take effect immediately from and after its passage.

Duly passed and approved this 4th day of December 2025.

Anthony Wilder, Chairman