Notice of Regular Meeting
Board of Trustees
Wednesday, October 19, 2022

A Regular Meeting of the Board of Trustees will be held on Wednesday, October 19, 2022, beginning at 6:00 PM, in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

The subjects discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown.

1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
2) Pledge of Allegiance to the United States flag and the Texas flag.
3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
4) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:
A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.
    A) Personnel
    B) Consultation with Attorney
    C) Real Property
5) Reestablish the open meeting of the Galveston ISD Board of Trustees.
6) District Reports
    A) Superintendent's Report
        1) Principal Month
    B) Board Committee Reports
        1) Facilities/Finance Committee Chair- Mr. Johnny Smecca
    C) MECC Quarterly Report 4
    D) Board Hours
7) Financial Reports and Budget Update 33
8) CONSENT AGENDA - Action Items
    A) Consider approval of the minutes from the September 21, 2022 Regular School Board Meeting. 53
    B) Consider approval of personnel resignations and recommendations with contracts. 57
    C) Discuss and consider approval of payment of attorney fees. 58
    D) Consider approval of Budget Amendments 59

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

For the Board of Trustees

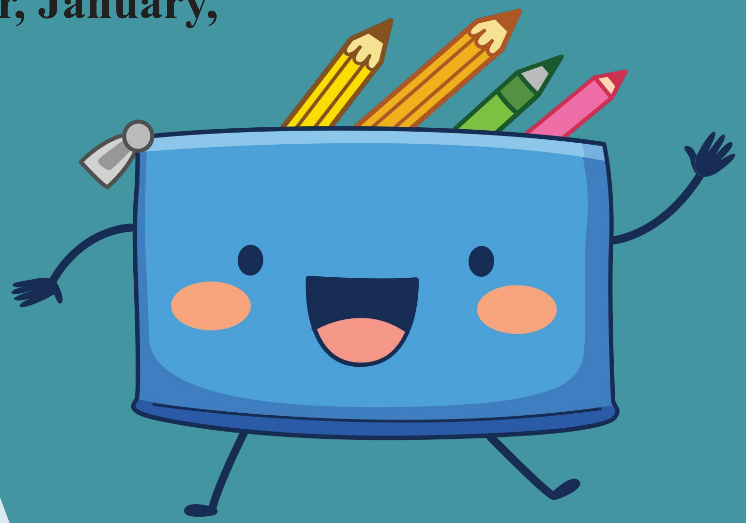
Moody Early Childhood Center

EOY Annual Performance Report

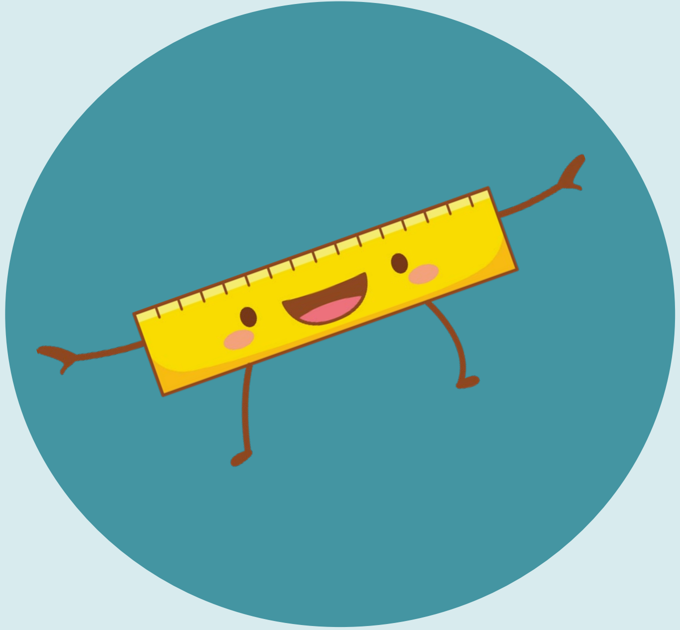
October 2022

Welcome to a New Year!

“The Operating Partner will present information on academic progress and additional information at quarterly reports to the District Board of Trustees. EOY academic performance will be presented to the District School Board at the fourth quarterly report. The Quarterly Reports presentation dates will be held at the October, January, April, and July School Board Meetings.”



- Quarterly Reports
  - October – BOY Information
  - January – MOY Updates
  - April – Assessment Updates
  - July – EOY Final Report
- 1st Quarterly 2022-2023
  - Final Scores from 2021-2022
  - Performance Evaluation Data 2021-2022
  - BOY Information



Infant & Toddler Developmental Checklist

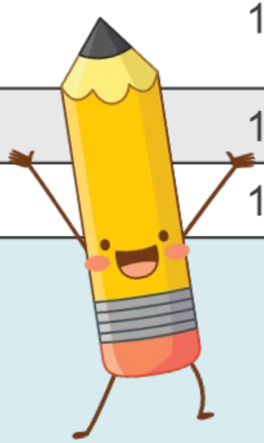
Age	6 wks – 5 months				6 - 11 months				12 - 17 months				18 - 23 months				24 - 36 months				36 months+			
	Dec	Jan	Apr	Jul	Dec	Jan	Apr	Jul	Dec	Jan	Apr	Jul	Dec	Jan	Apr	Jul	Dec	Jan	Apr	Jul	Dec	Jan	Apr	Jul
Health & Motor	80	50	0	75	100	86	100	83	85	77	83	36	62	90	50	62	15	46	61	79	58	64	73	77
Lang & Lit	100	0	0	75	50	86	100	75	77	46	53	27	23	30	48	23	8	8	18	63	69	70	75	50
Social Emotion	80	50	100	100	60	86	100	92	100	85	92	45	54	70	80	62	92	85	86	79	73	73	83	80
Cognitive	80	50	75	100	70	86	100	92	85	77	85	27	38	50	60	15	54	85	88	79	54	59	63	77
Overall	100	0	0	75	50	86	100	83	77	69	62	27	38	40	50	31	8	15	38	74	65	69	75	63

Academic Goals – PK3

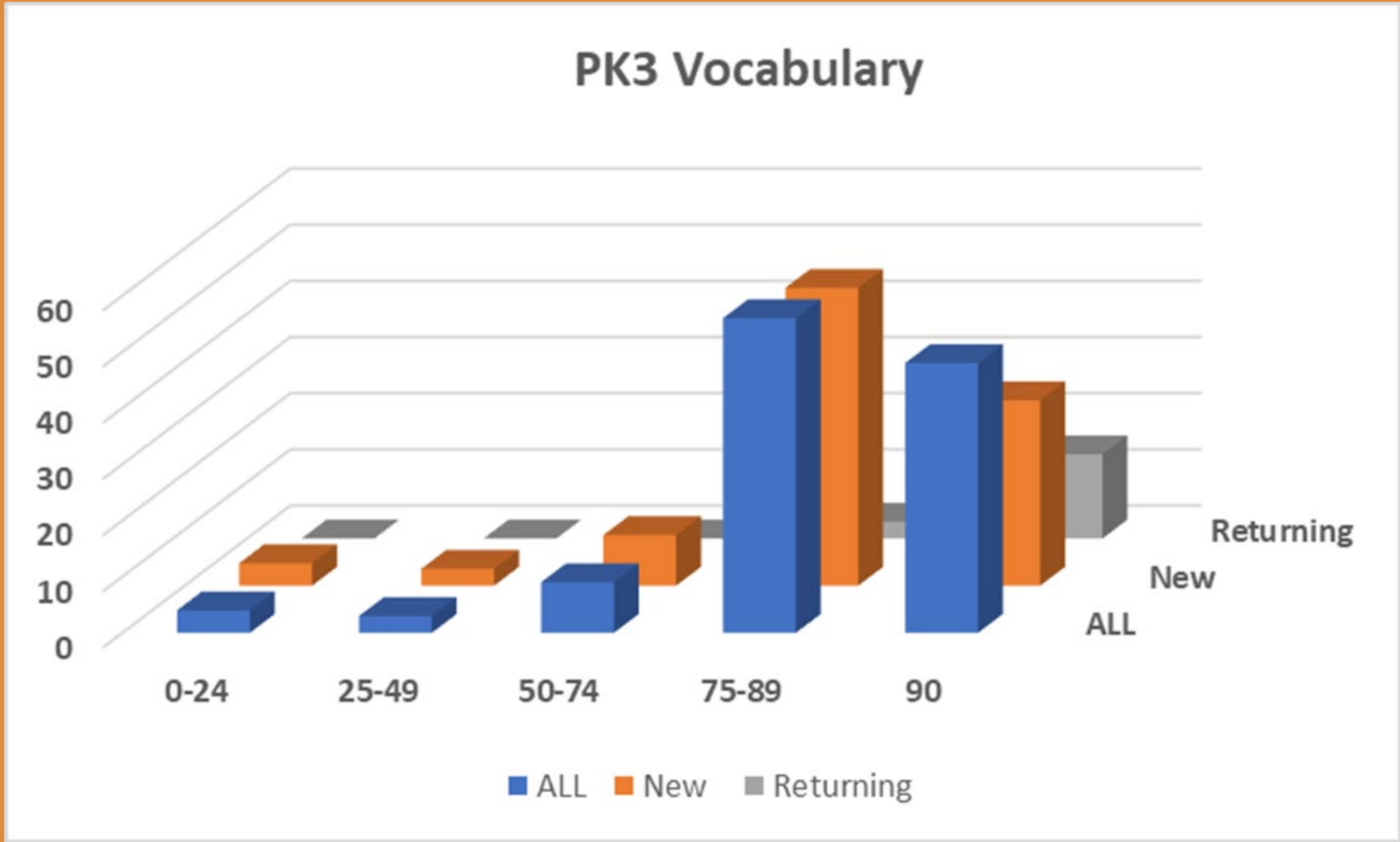
Skills Assessed	1st Assessment	2nd Assessment	3rd Assessment	EOY	New Students	Returning Students
Capital Letter (10)	25%	46%	84%	92%	90%	100%
Lower Case (10)	18%	35%	78%	86%	83%	100%
Number (1-5)	26%	46%	82%	85%	82%	100%
Rote Counting (1-15)	9%	37%	85%	88%	87%	94%
Colors (11)	34%	53%	84%	90%	88%	100%
Shapes (6)	32%	66%	94%	98%	88%	100%

Academic Goals – PK4

Skills Assessed	1st Assessment	2nd Assessment	3rd Assessment	EOY	New Students	Returning Students
Capital Letter (20)	75%	86%	100%	100%	-%	100%
Lower Case (20)	63%	86%	100%	100%	-%	100%
Number (1-10)	50%	86%	100%	100%	-%	100%
Rote Counting (1-30)	38%	86%	100%	100%	-%	100%
Colors (11)	75%	86%	100%	100%	-%	100%
Shapes (6)	75%	71%	100%	100%	-%	100%

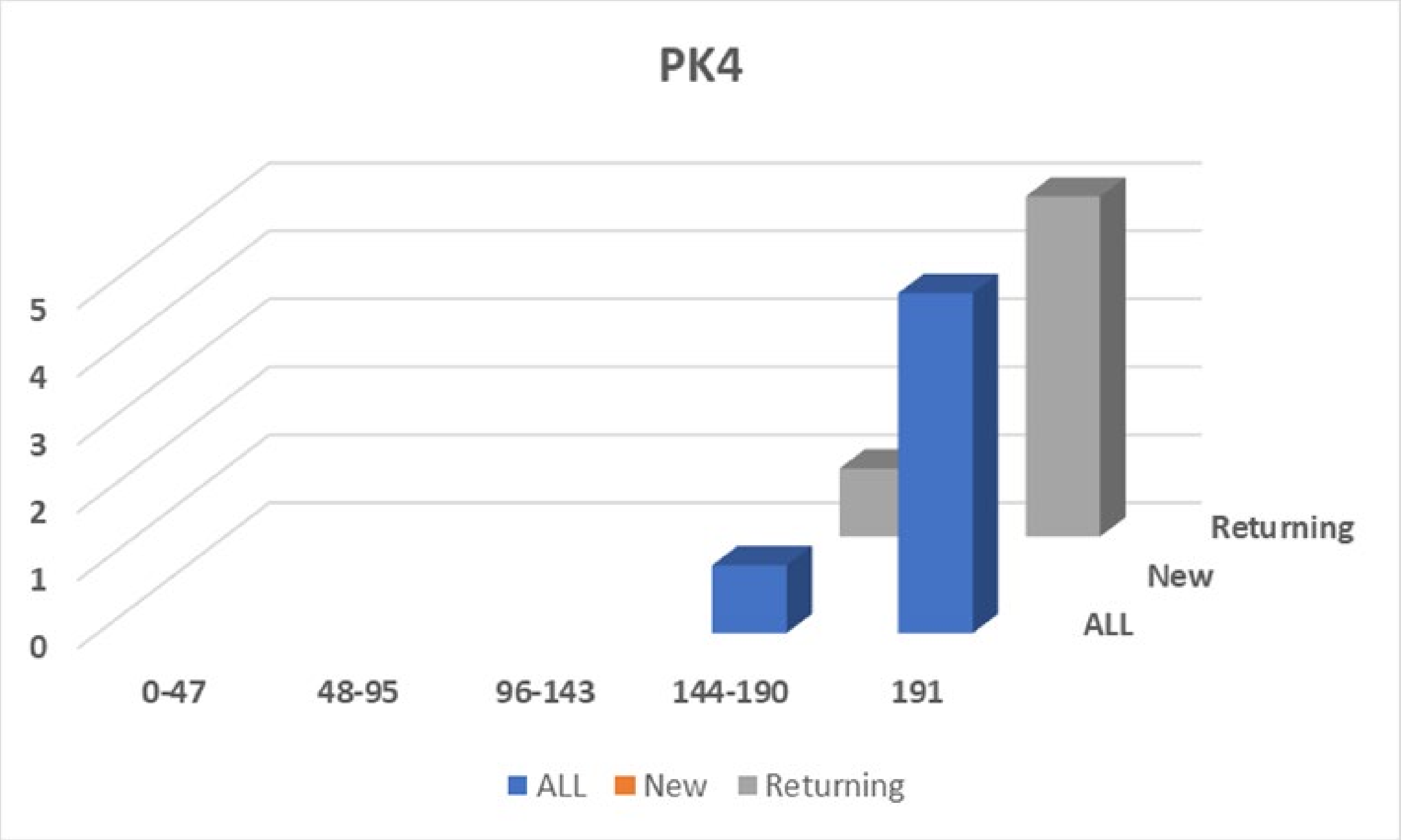


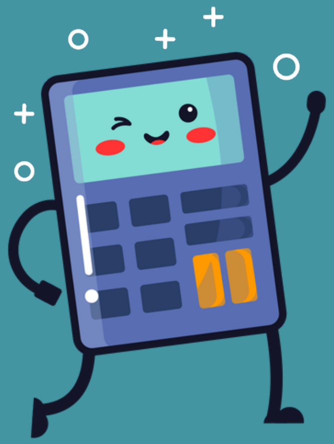
Vocabulary – PK3



Met 80% (72 Words)
90% All
88% New
100% Returning

Vocabulary – PK4





Met 80% (153 words)

100% All
100% Returning

Performance Goals

- Goal to show how PK4 did on EOY CPALLS Assessment and determine areas for improvement

"**Academic Performance Consequences**:

1. If the School exceeds its academic target goals on all indicators, the School is demonstrating exemplary performance and is on track for charter renewal and consideration for expansion.
2. If the School meets its academic target goals on all indicators, there is no follow-up action indicated.
3. If the School does not meet its academic target goals on all indicators on initial review, the School will develop a Corrective Action Plan to be approved first by the School's Board of Directors and then by the District's Board of Trustees. Progress on the CAP will be reported to both boards on a quarterly basis.
4. If, in the course of the following school year, the School does not demonstrate a minimum of a 10% improvement towards meeting the standards in the academic standards areas in which it was deficient, then the School will be placed on 3-year(s) probation. The CAP will be updated and reports to both the School's board and the District's Board of Trustees will be made monthly.
5. If, at the end of the probationary period, the School has not made significant progress towards meeting the academic goals, the District authorizer may extend the probationary period or terminate the contract."

Academic Performance Goals

Academic Goal #2a	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Rapid Vocabulary Naming	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmenta and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 83% Mastered 17% Making Progress				

Academic Performance Goals

Academic Goal #2b	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Phonological Awareness Composite results	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 100% Mastered				

Academic Performance Goals

Academic Goal #2c	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Book and Print Knowledge	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmenta and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 100% Mastered				

Academic Performance Goals

Academic Goal #2d	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Rapid Letter Naming	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmenta and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 100% Mastered				

Academic Performance Goals

Academic Goal #2e	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Early Writing Skills	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmenta and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 100% Mastered				

Academic Performance Goals

Academic Goal #2f	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Math Composite	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmenta and learning expectations a age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 100% Mastered				

Academic Performance Goals

Academic Goal #2g	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Science	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmenta and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 83% Mastered 17% Making Progress				

Academic Performance Goals

Academic Goal #2h	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Social Studies Composite	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmenta and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 33% Mastered 33% Making Progress 33% Satisfactory Progress				

Academic Performance Goals

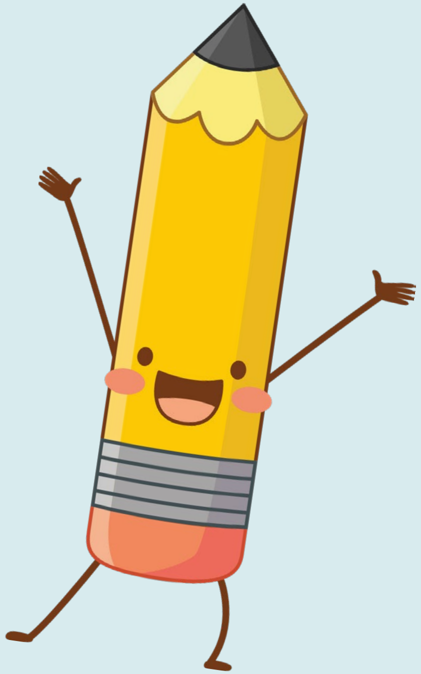
Academic Goal #2i	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Social-Emotional Behaviors	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range	Percentage at developmental and learning expectations at age-appropriate range
	EOY	**EOY**	**EOY**	**EOY**	**EOY**
Percent of indicators met at EOY: <69% Still Developing 70-79% Satisfactory Progress 80-89% Making Progress 90-100% Mastered	**EOY** 100% Mastered				

Academic Performance Goals

PK3 Assessment

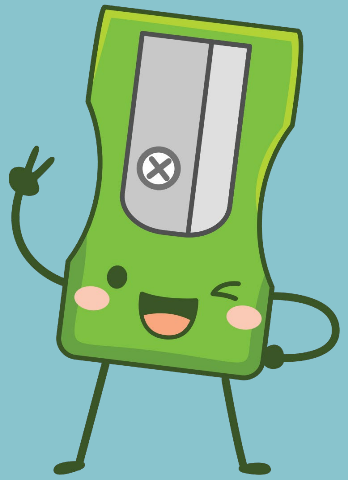
- The MECC PK3 students are evaluated with Circle Progress Monitoring System (formerly known as C-PALLS) on the same standards as the PK4
- % Mastery = % of children who have mastered the PK4 skills while still in PK3

PK3 Assessment Outcomes



	Listening	Phonological Awareness Overall	Rapid Letter Naming	Rapid Vocabulary	Book and Print Knowledge	Early Writing
All	83%	71%	70%	69%	85%	85%
New	75%	67%	64%	64%	73%	98%
Returning	100%	91%	96%	91%	100%	100%

PK3 Assessment Outcomes



	Math Overall	Science	Social Studies	Social - Emotional
All	93%	92%	67%	82%
New	91%	90%	61%	79%
Returning	100%	100%	96%	100%

"Pursuit of Academic Excellence" – our findings

- Our "returning" MECC students still outperform others who are new to PK3
- We will continue to strengthen all areas by disaggregating data for overarching needs across all students
- We will disaggregate data to determine student groups and/or individuals who need additional assistance

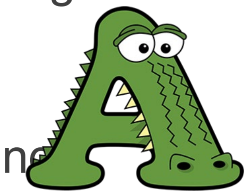
Continuous Improvement Plan

Social Studies

1. Use Social Studies task cards for transition activity
2. Integrate questioning strategies used in CPALLS Social Studies during everyday read aloud
3. Small group activities in the classrooms and during enrichment for students needing additional assistance with concepts
4. Monitor attendance. Schedule calls with families daily, and home visits when student's absences exceed 3 days or whenever families can't be reached. Call for CST meetings to discuss resources needed with families.

Continuous Improvement Plan

Phonological Awareness

1. Include a dedicated time during day specifically focusing on phonological awareness

2. Include phonological awareness skills in enrichment areas and during transitions
3. Create rhyming activities to be shared between classrooms
4. Small group activities in the classrooms and during enrichment for students needing additional assistance with concepts
5. Use active movement activities to practice phonological awareness skills

Continuous Improvement Plan

Science

1. Science concepts added to YAG
2. STEM classroom open for all students with activities targeting developmental needs of students served
3. Science concepts extended into other enrichment rooms, centers activities, and transitions
4. Small group activities in the classrooms and during enrichment students needing additional assistance with concepts

Continuous Improvement Plan

Rapid Vocabulary

1. Include vocabulary words in YAG
2. Post vocabulary cards throughout building for transitions
3. Integrate vocabulary words into enrichment activities
4. Small group activities in the classrooms and during enrichment for students needing additional assistance with concepts

Financial Reporting Goals

- Goal to determine if MECC meets district, state, and federal standards for financial reporting and sustainability, as well as identify any areas for improvement

Financial Performance Consequences:

1. If the campus Meets Standard on all financial goals based on an initial review requires no follow-up action by the district authorizer.
2. For the purposes of annual reporting and high-stakes decision making, if the school does not Meets Standard based on an initial review of the school's financial goals, the Operating Partner will develop of a corrective action plan (CAP) to address the deficiencies. The CAP will be approved by the District Board of Trustees. Progress toward the goals identified in the CAP will be reported to the District Board of Trustees by the COO during the quarterly reports.
3. If the school does not Meets Standards or show growth towards meeting standards on the same financial goal during the following year, the OP will be placed on a 3-year probation. The CAP will be updated by the OP to reflect the needs, and findings will be presented to both the District's Board of Trustees and the MECC Board of Directors on a monthly basis.
4. After the probationary period, if the OP has not made significant progress towards meeting the financial goals, the district authorizers may extend the probationary period or terminate the contract.

Financial Performance Goals

Financial Reporting Measures		2021-2022	2022-2023	2[illegible]2024	2024-2025
#1a	Annual independent financial report meets expectations outlined in Texas Administrative Code §109.23 (relating to school district independent audits and agreed-upon procedures	Feb 2022			
#1ai	The annual independent audit must provide an audited balance sheet or Statement of Financial Position to district authorizers.	Feb 2022			
#1aii	The annual independent audit mus[illegible]vide an audited income statement or Statement [illegible]es and Changes in New Assets to dis[illegible]rs.	Feb 2022			
#1aiii	The annual independent audit [illegible] audited statement of cash flows to distric[illegible]	Feb 202[illegible]			
#1aiv	The annual independent audit must p[illegible]e audited financial statements to district a[illegible]	Feb [illegible]			
#1av	The annual independent audit must provide [illegible] school board-approved budget with enrollment[illegible] district authorizers.	[illegible]			
#1avi	The annual independent audit must provide an annu[illegible] debt schedule indicating the total principal and interes[illegible] due to district authorizers.	[illegible]2022			
#1b	The Operating Partner shall obtain an unqualified audit opinion, in connection with the annual financial report.	[illegible]eb 2022			
#1c	The Operating Partner must operate within available funding, and any budget variances must be addressed by modification of spending plans and practices.	Feb 2022			
#1d	The Operating Partner will have a minimum of 30 days Cash on Hand.	Feb 2022			

Questions??

- Karin Miller, Executive Director
- Antonio Ford, Deputy Executive Director
- Betty Massey, Board President

Financial Reports – Executive Summary, Board Meeting 10/19/2022

The following reports representing period ending 09/30/2022, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals $1,385,578 or 1.2% of projected collections. For the same period in FY 2021-2022, revenue totaled $389,580 or 0.4% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period total $4,660,002 or 4.0% of total projected expenditures. For the same period in FY 2021-2022, expenditures totaled $5,704,034 or 5.5% of budgeted expenditures. See attachment C.

Report No. 3 – Cash and investment report. See attachment D.

Funds held by each financial institution at 09/30/2022 are as follows:

Moody Bank	$ 11,803,524.92	Pledged securities $17,900,000
Texas Class Investment Pool	$ 66,045,386.81	N/A (Investment Pool)
Texas Range	$ 11,802,799.65	N/A (Investment Pool)
Fidelity Investments	$199,243,079.30	Treasury & Federal Agency Securities
Total	$288,894,790.68	

Report No. 4 – Current ad valorem taxes, delinquent taxes, and penalties & interest collections through the period are as follows (See attachment E).

Fund	**Budget**	**Amount Collected**	**% Collected**
Maintenance & Operations	$103,361,026	$224,422	0.2%
Interest & Sinking (Debt Payment)	$20,264,005	$21,047	0.1%

For the same period in FY 2021-2022, collections were $211,884 (0.2%) for M&O and $21,085 (0.3%) for I&S.

Report No. 5 – 2022 Bond Construction Projects. See attachment F.

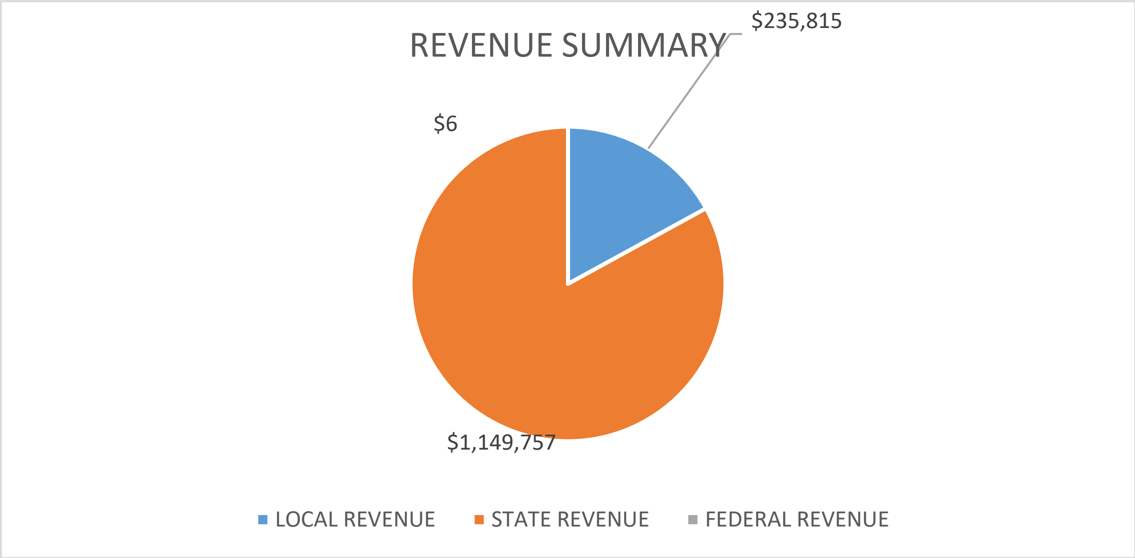
Report No. 6 – Vendors with aggregate purchases for FY 2021-2022 that exceed $50,000. See attachment G.

Report No. 7 – Local vendor activity for FY 2021-2022 (zip codes 77550-77559). See attachment H.

Report No. 8 - Monthly Check Register. See attachment I.

GALVESTON ISD
GENERAL FUND REVENUES BY MAJOR OBJECT
AS OF 09-30-2022

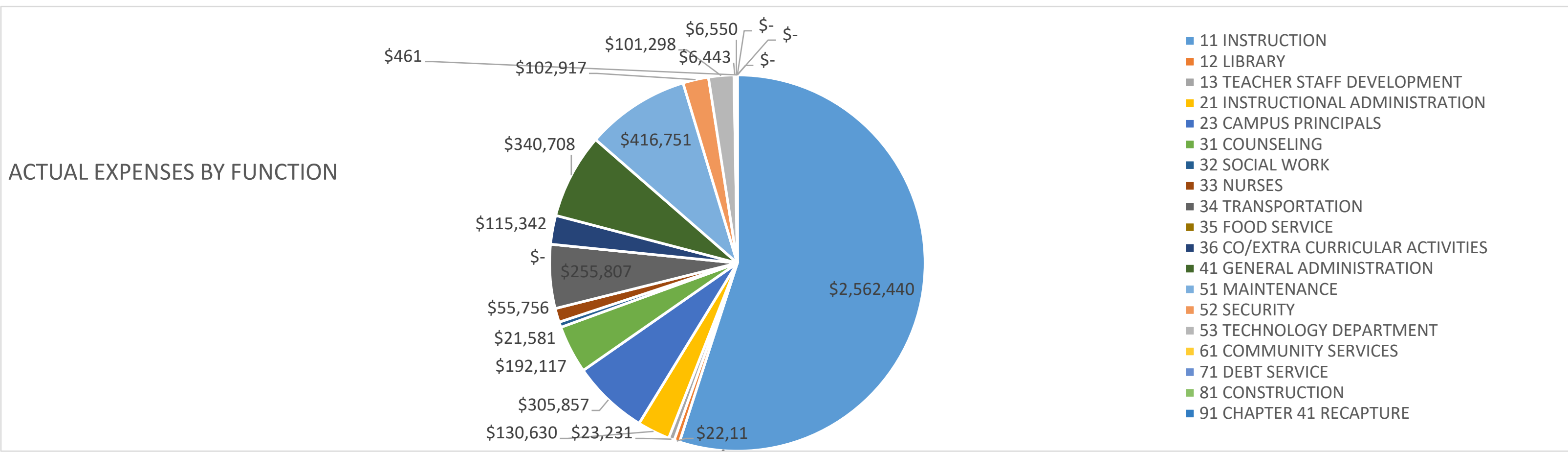
		2022-2023 Revised Budget	Monthly Receipts 09/30/2022	FYTD Activity 09/30/2022	2022-2023 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	$ 104,491,345	$ 235,815	$ 235,815	$ (104,255,530)
58--	STATE REVENUE	$ 5,810,475	$ 1,149,757	$ 1,149,757	$ (4,660,718)
59--	FEDERAL REVENUE	$ 1,974,360	$ 6	$ 6	$ (1,974,354)
79--	TRANSFERS IN	$ 2,873,820	$ -	$ -	$ (2,873,820)
---		$ 115,150,000	$ 1,385,578	$ 1,385,578	$ (113,764,422)
	% COLLECTED		1.2%		



ATTACHMENT B

GALVESTON ISD
GENERAL FUND EXPENDITURES BY FUNCTION
AS OF 09/30/2022

FC	Function	Rev Bud September 2022-2023	FYTD Activity September 2022-2023	Encumbered September 2022-2023	Expenses + Encumbered	Unencumbered Balance September 2022-2023
11	INSTRUCTION	$ 37,707,195	$ 2,562,440	$ 75,439	$ 2,637,880	$ (35,069,315)
12	LIBRARY	$ 370,291	$ 22,114	$ 11,832	$ 33,945	$ (336,346)
13	TEACHER STAFF DEVELOPMENT	$ 572,360	$ 23,231	$ 22,969	$ 46,200	$ (526,160)
21	INSTRUCTIONAL ADMINISTRATION	$ 1,938,021	$ 130,630	$ 591	$ 131,220	$ (1,806,801)
23	CAMPUS PRINCIPALS	$ 4,068,756	$ 305,857	$ 2,607	$ 308,464	$ (3,760,292)
31	COUNSELING	$ 2,330,041	$ 192,117	$ 10,220	$ 202,337	$ (2,127,704)
32	SOCIAL WORK	$ 295,476	$ 21,581	$ -	$ 21,581	$ (273,895)
33	NURSES	$ 839,775	$ 55,756	$ -	$ 55,756	$ (784,019)
34	TRANSPORTATION	$ 3,396,737	$ 255,807	$ 270,149	$ 525,956	$ (2,870,781)
35	FOOD SERVICE	$ -	$ -	$ -	$ -	$ -
36	CO/EXTRA CURRICULAR ACTIVITIES	$ 2,128,741	$ 115,342	$ 8,481	$ 123,822	$ (2,004,919)
41	GENERAL ADMINISTRATION	$ 3,002,311	$ 340,708	$ 251,905	$ 592,613	$ (2,409,698)
51	MAINTENANCE	$ 9,604,500	$ 416,751	$ 1,057,345	$ 1,474,096	$ (8,130,404)
52	SECURITY	$ 1,283,025	$ 102,917	$ 16,247	$ 119,164	$ (1,163,861)
53	TECHNOLOGY DEPARTMENT	$ 2,126,048	$ 101,298	$ 165,334	$ 266,632	$ (1,859,416)
61	COMMUNITY SERVICES	$ 1,006,746	$ 6,443	$ 922,580	$ 929,023	$ (77,723)
71	DEBT SERVICE	$ -	$ 6,550	$ 68,492	$ 75,042	$ 75,042
81	CONSTRUCTION	$ -	$ 461	$ (461)	$ -	$ -
91	CHAPTER 41 RECAPTURE	$ 44,048,102	$ -	$ -	$ -	$ (44,048,102)
93	PMTS TO FISCAL AGENT/SSA	$ 26,875	$ -	$ -	$ -	$ (26,875)
99	APPRAISAL DISTRICT FEES	$ 805,000	$ -	$ -	$ -	$ (805,000)
--	COLUMN TOTALS	$ 115,550,000	$ 4,660,002	$ 2,883,729	$ 7,543,731	$ (108,006,269)
	EXPENDITURES AS A % OF BUDGET		4.0%		6.5%	



TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

Galveston ISD
Portfolio Management
Portfolio Summary
September 30, 2022

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Federal Agency Coupon Securities	39,745,000.00	38,269,503.25	38,273,502.80	13.25	567	563	4.379
Treasury Coupon Securities	132,023,000.00	127,753,542.63	127,730,419.78	44.21	616	612	4.274
Treasury Discounts -Amortizing	10,185,000.00	10,007,781.00	10,001,340.32	3.46	177	173	3.934
Municipal Bonds	24,160,000.00	23,147,393.95	23,146,833.75	8.01	645	642	4.398
Investment Pools	77,848,186.46	77,848,186.46	77,848,186.46	26.95	1	1	2.641
Bank Accounts	10,763,986.01	10,763,986.01	10,763,986.01	3.73	1	1	0.050
Money Market Accounts	1,130,521.56	1,130,521.56	1,130,521.56	0.39	1	1	0.309
Investments	295,855,694.03	288,920,914.86	288,894,790.68	100.00%	405	403	3.673
Cash and Accrued Interest							
Accrued Interest at Purchase		860,127.25	860,127.25				
Ending Accrued Interest		45,578.74	45,578.74				
Subtotal		905,705.99	905,705.99				
Total Cash and Investments Value	295,855,694.03	289,826,620.85	289,800,496.67		405	403	3.673

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	611,780.94	611,780.94
Average Daily Balance	367,204,886.58	367,204,886.58
Effective Rate of Return	2.03%	2.03%

The following reports are submitted in accordance with the Public funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the District of the position and activity within the District's portfolio of investments.

Jeff Martello, Director of Finance

Connie Morgenroth, Asst. Supt. of Bus. & Operations

Reporting period 09/01/2022-09/30/2022
Data Updated: SET_GALV: 10/13/2022 11:54
Run Date: 10/13/2022 - 11:54

ATTACHMENT D

Portfolio GALV
AP
PM (PRF_PM1) 7.3.11
Report Ver. 7.3.11

Galveston ISD
Fund GEN OP - General Operating
Investments by Fund
September 30, 2022

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Investment Pools											
TX GEN-0001	10237	Texas Class	09/01/2022	11,101,799.94	11,101,799.94	11,101,799.94	2.679	2.642	2.678		1
TX DLY 1227-02	10231	Texas Range	09/01/2022	10,880,286.32	10,880,286.32	10,880,286.32	2.430	2.396	2.430		1
			Subtotal and Average	**21,982,086.26**	**21,982,086.26**	**21,982,086.26**		**2.521**	**2.556**		**1**
Bank Accounts											
MB GEN 7601	10246	Moody Bank	09/01/2022	7,535,831.75	7,535,831.75	7,535,831.75	0.050	0.049	0.050		1
			Subtotal and Average	**7,535,831.75**	**7,535,831.75**	**7,535,831.75**		**0.049**	**0.050**		**1**
			Total Investments and Average	**29,517,918.01**	**29,517,918.01**	**29,517,918.01**		**1.890**	**1.916**		**1**

Fund DS - Interest & Sinking
Investments by Fund
September 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Investment Pools											
TX DEBT-0002	10238	Texas Class	09/01/2022	2,298,933.23	2,298,933.23	2,298,933.23	2.679	2.642	2.678		1
TX DLY 1227-04	10232	Texas Range	09/01/2022	210,026.37	210,026.37	210,026.37	2.430	2.396	2.430		1
			Subtotal and Average	**2,508,959.60**	**2,508,959.60**	**2,508,959.60**		**2.622**	**2.658**		**1**
Bank Accounts											
MB DS 2049	10243	Moody Bank	09/01/2022	2,052,707.98	2,052,707.98	2,052,707.98	0.050	0.049	0.050		1
			Subtotal and Average	**2,052,707.98**	**2,052,707.98**	**2,052,707.98**		**0.049**	**0.050**		**1**
Money Market Accounts											
MB DS MM 7635	10244	Moody Bank	09/01/2022	1,039,538.91	1,039,538.91	1,039,538.91	0.300	0.300	0.304		1
			Subtotal and Average	**1,039,538.91**	**1,039,538.91**	**1,039,538.91**		**0.300**	**0.304**		**1**
			Total Investments and Average	**5,601,206.49**	**5,601,206.49**	**5,601,206.49**		**1.248**	**1.265**		**1**

Fund STUACT - Student Activity
Investments by Fund
September 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Investment Pools											
TX ACT-0004	10240	Texas Class	09/01/2022	412,705.05	412,705.05	412,705.05	2.679	2.642	2.678		1
			Subtotal and Average	**412,705.05**	**412,705.05**	**412,705.05**		**2.642**	**2.679**		**1**
Bank Accounts											
MB ACT 7627	10241	Moody Bank	09/01/2022	515,708.30	515,708.30	515,708.30	0.050	0.049	0.050		1
			Subtotal and Average	**515,708.30**	**515,708.30**	**515,708.30**		**0.049**	**0.050**		**1**
			Total Investments and Average	**928,413.35**	**928,413.35**	**928,413.35**		**1.202**	**1.219**		**1**

Fund CN - Child Nutrition
Investments by Fund
September 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Investment Pools											
TX CNS-0005	10282	Texas Class	09/01/2022	1,996,510.23	1,996,510.23	1,996,510.23	2.679	2.642	2.678		1
TX DLY 1227-08	10235	Texas Range	09/01/2022	712,486.96	712,486.96	712,486.96	2.430	2.396	2.430		1
			Subtotal and Average	**2,708,997.19**	**2,708,997.19**	**2,708,997.19**		**2.578**	**2.613**		**1**
Bank Accounts											
MB CN 7619	10245	Moody Bank	09/01/2022	216,071.01	216,071.01	216,071.01	0.050	0.049	0.050		1
			Subtotal and Average	**216,071.01**	**216,071.01**	**216,071.01**		**0.049**	**0.050**		**1**
			Total Investments and Average	**2,925,068.20**	**2,925,068.20**	**2,925,068.20**		**2.391**	**2.424**		**1**

Fund BD 2022 CONS FD - Bond 2022 Construction Fund
Investments by Fund
September 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130ATBL0	10251	FHLB Note	09/26/2022	8,409,471.53	8,485,000.00	8,402,950.05	3.625	4.349	4.410	12/08/2023	433
3130ATBM8	10252	FHLB Note	09/26/2022	7,576,566.90	7,660,000.00	7,582,787.20	3.625	4.359	4.420	03/08/2024	524
3130AQ3F8	10261	FHLB Note	09/27/2022	13,988,194.56	15,000,000.00	13,982,100.00	1.150	4.349	4.410	12/10/2024	801
3137EAEV7	10262	FHLMC Note	09/27/2022	8,299,269.81	8,600,000.00	8,301,666.00	0.250	4.201	4.260	08/24/2023	327
			Subtotal and Average	**38,273,502.80**	**39,745,000.00**	**38,269,503.25**		**4.319**	**4.379**		**562**
Treasury Coupon Securities											
91282CEK3	10255	US Treasury	09/26/2022	9,894,693.01	10,172,000.00	9,888,302.92	2.500	4.241	4.300	04/30/2024	577
91282CFG1	10256	US Treasury	09/26/2022	9,974,048.28	10,150,000.00	9,966,792.50	3.250	4.142	4.200	08/31/2024	700
912828WE6	10257	US Treasury	09/26/2022	9,900,816.18	10,058,000.00	9,883,996.60	2.750	4.132	4.190	11/15/2023	410
91282CDS7	10267	US Treasury	09/27/2022	6,987,722.07	7,500,000.00	6,987,600.00	1.125	4.231	4.290	01/15/2025	837
91282CEX5	10268	US Treasury	09/27/2022	9,927,795.94	10,150,000.00	9,928,730.00	3.000	4.250	4.310	06/30/2024	638
912828VB3	10269	US Treasury	09/27/2022	9,938,026.55	10,080,000.00	9,936,662.40	1.750	4.004	4.060	05/15/2023	226
912828ZY9	10270	US Treasury	09/27/2022	10,000,759.97	10,320,000.00	9,994,713.60	0.125	4.103	4.160	07/15/2023	287
9128283D0	10271	US Treasury	09/27/2022	9,896,177.75	10,300,000.00	9,890,060.00	2.250	4.181	4.240	10/31/2024	761
9128283Z1	10272	US Treasury	09/27/2022	9,977,334.49	10,330,000.00	9,970,516.00	2.750	4.191	4.250	02/28/2025	881
91282CDH1	10276	US Treasury	09/28/2022	8,947,456.72	9,650,000.00	8,966,973.00	0.750	4.320	4.380	11/15/2024	776
91282CED9	10277	US Treasury	09/28/2022	6,241,218.77	6,650,000.00	6,261,906.00	1.750	4.359	4.420	03/15/2025	896
91282CFA4	10278	US Treasury	09/28/2022	9,955,281.45	10,200,000.00	9,972,846.00	3.000	4.320	4.380	07/31/2024	669
91282CFN6	10279	US Treasury	09/30/2022	2,161,079.31	2,163,000.00	2,164,016.61	4.250	4.241	4.300	09/30/2024	730
9128285Z9	10280	US Treasury	09/28/2022	6,536,666.79	6,700,000.00	6,541,143.00	2.500	4.339	4.400	01/31/2024	487
9128286G0	10281	US Treasury	09/28/2022	7,391,342.50	7,600,000.00	7,399,284.00	2.375	4.339	4.400	02/29/2024	516
			Subtotal and Average	**127,730,419.78**	**132,023,000.00**	**127,753,542.63**		**4.216**	**4.274**		**611**
Treasury Discounts -Amortizing											
912796U31	10266	US Treasury	09/27/2022	10,001,340.32	10,185,000.00	10,007,781.00	3.753	3.880	3.933	03/23/2023	173
			Subtotal and Average	**10,001,340.32**	**10,185,000.00**	**10,007,781.00**		**3.880**	**3.934**		**173**
Municipal Bonds											
010268CL2	10250	Alabama Fed Aid Hwy Fin Auth	09/27/2022	4,987,518.84	5,350,000.00	4,979,833.50	0.689	4.359	4.420	09/01/2024	701
13063DLZ9	10260	California ST Var Purp GO Bds	09/28/2022	6,971,019.56	7,100,000.00	6,970,851.00	3.000	4.201	4.260	04/01/2024	548
429335LP5	10254	Hidalgo Cnty Tex Drain Dist #1	09/27/2022	1,680,474.80	1,685,000.00	1,682,506.20	4.000	4.241	4.300	09/01/2023	335
64966QCA6	10264	NY NY GO Bds Fiscal 2020	09/28/2022	2,842,833.38	2,960,000.00	2,839,616.80	2.130	4.422	4.483	08/01/2024	670
64990FA95	10275	NY ST Dorm Auth ST	09/29/2022	3,735,524.82	4,065,000.00	3,745,206.45	1.062	4.527	4.590	03/15/2025	896
88213AHL2	10265	TX A&M Univ Rev Fin Sys Bds	09/28/2022	2,929,462.35	3,000,000.00	2,929,380.00	2.884	4.358	4.419	05/15/2024	592

Fund BD 2022 CONS FD - Bond 2022 Construction Fund
Investments by Fund
September 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
			Subtotal and Average	**23,146,833.75**	**24,160,000.00**	**23,147,393.95**		**4.338**	**4.398**		**642**
Investment Pools											
TX BD 2022	10284	Texas Class	09/01/2022	50,235,438.36	50,235,438.36	50,235,438.36	2.679	2.642	2.678		1
TX DLY 1227-05	10233	Texas Range	09/01/2022	0.00	0.00	0.00	2.430	2.396	2.430		1
			Subtotal and Average	**50,235,438.36**	**50,235,438.36**	**50,235,438.36**		**2.642**	**2.679**		**1**
Bank Accounts											
MB BD CON 2022	10287	Moody Bank	09/08/2022	362,967.98	362,967.98	362,967.98	0.050	0.049	0.050		1
			Subtotal and Average	**362,967.98**	**362,967.98**	**362,967.98**		**0.049**	**0.050**		**1**
Money Market Accounts											
FID BOND MM	10286	Fidelity Investments	09/22/2022	90,982.65	90,982.65	90,982.65	0.360	0.360	0.365		1
			Subtotal and Average	**90,982.65**	**90,982.65**	**90,982.65**		**0.360**	**0.365**		**1**
			Total Investments and Average	**249,841,485.64**	**256,802,388.99**	**249,867,609.82**		**3.906**	**3.960**		**465**

Fund BD 2018 CONS FD - Bond 2018 Construction Fund
Investments by Fund
September 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Bank Accounts											
MB BD CON 2056	10242	Moody Bank	09/01/2022	80,698.99	80,698.99	80,698.99	0.050	0.049	0.050		1
			Subtotal and Average	**80,698.99**	**80,698.99**	**80,698.99**		**0.049**	**0.050**		**1**
			Total Investments and Average	**80,698.99**	**80,698.99**	**80,698.99**		**0.049**	**0.050**		**1**

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

Galveston ISD
Summary by Type
September 30, 2022
Grouped by Fund

Security Type		Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Bond 2018 Construction Fund							
Bank Accounts		1	80,698.99	80,698.99	0.03	0.050	1
	Subtotal	**1**	**80,698.99**	**80,698.99**	**0.03**	**0.050**	**1**
Fund: Bond 2022 Construction Fund							
Federal Agency Coupon Securities		4	39,745,000.00	38,273,502.80	13.25	4.379	563
Money Market Accounts		1	90,982.65	90,982.65	0.03	0.365	1
Bank Accounts		1	362,967.98	362,967.98	0.13	0.050	1
Municipal Bonds		6	24,160,000.00	23,146,833.75	8.01	4.398	642
Investment Pools		2	50,235,438.36	50,235,438.36	17.39	2.679	1
Treasury Coupon Securities		15	132,023,000.00	127,730,419.78	44.21	4.274	612
Treasury Discounts -Amortizing		1	10,185,000.00	10,001,340.32	3.46	3.934	173
	Subtotal	**30**	**256,802,388.99**	**249,841,485.64**	**86.48**	**3.960**	**466**
Fund: Child Nutrition							
Bank Accounts		1	216,071.01	216,071.01	0.07	0.050	1
Investment Pools		2	2,708,997.19	2,708,997.19	0.94	2.613	1
	Subtotal	**3**	**2,925,068.20**	**2,925,068.20**	**1.01**	**2.424**	**1**
Fund: Interest & Sinking							
Investment Pools		2	2,508,959.60	2,508,959.60	0.87	2.658	1
Bank Accounts		1	2,052,707.98	2,052,707.98	0.71	0.050	1
Money Market Accounts		1	1,039,538.91	1,039,538.91	0.36	0.304	1
	Subtotal	**4**	**5,601,206.49**	**5,601,206.49**	**1.94**	**1.265**	**1**
Fund: General Operating							
Investment Pools		2	21,982,086.26	21,982,086.26	7.61	2.556	1
Bank Accounts		1	7,535,831.75	7,535,831.75	2.61	0.050	1
	Subtotal	**3**	**29,517,918.01**	**29,517,918.01**	**10.22**	**1.916**	**1**
Fund: Student Activity							
Investment Pools		1	412,705.05	412,705.05	0.14	2.679	1

Galveston ISD
Summary by Type
September 30, 2022
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Student Activity						
Bank Accounts	1	515,708.30	515,708.30	0.18	0.050	1
Subtotal	**2**	**928,413.35**	**928,413.35**	**0.32**	**1.219**	**1**
Total and Average	**43**	**295,855,694.03**	**288,894,790.68**	**100.00**	**3.673**	**403**

HUB | TCG ADVISORS

Galveston ISD
Accrued Interest
Sorted by Fund - Maturity Date
September 1, 2022 - September 30, 2022

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Bond 2018 Construction Fund										
MB BD CON 2056	10242	RR2	80,698.99		0.050	0.00	0.00	3.89	3.89	0.00
		Subtotal	**80,698.99**			**0.00**	**0.00**	**3.89**	**3.89**	**0.00**
Bond 2022 Construction Fund										
TX BD 2022	10284	RRP	50,235,438.36		2.679	0.00	0.00	402,683.54	402,683.54	0.00
TX DLY 1227-05	10233	RRP	0.00		2.430	0.00	0.00	0.06	0.06	0.00
MB BD CON 2022	10287	RR2	362,967.98		0.050	0.00	0.00	8.13	8.13	0.00
FID BOND MM	10286	RR3	90,982.65		0.360	0.00	0.00	56,393.89	56,393.89	0.00
912796U31	10266	ATD	10,185,000.00	03/23/2023	3.753	0.00	0.00	0.00	0.00	0.00
912828VB3	10269	TRC	10,080,000.00	05/15/2023	1.750	0.00	64,711.96	1,917.39	0.00	66,629.35
912828ZY9	10270	TRC	10,320,000.00	07/15/2023	0.125	0.00	2,594.02	140.22	0.00	2,734.24
3137EAEV7	10262	FAC	8,600,000.00	08/24/2023	0.250	0.00	1,970.83	238.89	0.00	2,209.72
429335LP5	10254	MC1	1,685,000.00	09/01/2023	4.000	0.00	4,867.78	748.89	0.00	5,616.67
912828WE6	10257	TRC	10,058,000.00	11/15/2023	2.750	0.00	100,716.66	3,758.08	0.00	104,474.74
3130ATBL0	10251	FAC	8,485,000.00	12/08/2023	3.625	0.00	15,379.06	4,271.96	0.00	19,651.02
9128285Z9	10280	TRC	6,700,000.00	01/31/2024	2.500	0.00	26,854.62	1,365.49	0.00	28,220.11
9128286G0	10281	TRC	7,600,000.00	02/29/2024	2.375	0.00	13,961.33	1,495.85	0.00	15,457.18
3130ATBM8	10252	FAC	7,660,000.00	03/08/2024	3.625	0.00	13,883.75	3,856.60	0.00	17,740.35
13063DLZ9	10260	MC1	7,100,000.00	04/01/2024	3.000	0.00	104,725.00	1,775.00	0.00	106,500.00
91282CEK3	10255	TRC	10,172,000.00	04/30/2024	2.500	0.00	102,963.86	3,455.16	0.00	106,419.02
88213AHL2	10265	MC1	3,000,000.00	05/15/2024	2.884	0.00	31,964.33	721.00	0.00	32,685.33
91282CEX5	10268	TRC	10,150,000.00	06/30/2024	3.000	0.00	73,642.66	3,309.79	0.00	76,952.45
91282CFA4	10278	TRC	10,200,000.00	07/31/2024	3.000	0.00	49,059.78	2,494.57	0.00	51,554.35
64966QCA6	10264	MC1	2,960,000.00	08/01/2024	2.130	0.00	9,982.60	525.40	0.00	10,508.00
91282CFG1	10256	TRC	10,150,000.00	08/31/2024	3.250	0.00	23,692.68	4,556.28	0.00	28,248.96
010268CL2	10250	MC1	5,350,000.00	09/01/2024	0.689	0.00	2,662.22	409.57	0.00	3,071.79
91282CFN6	10279	TRC	2,163,000.00	09/30/2024	4.250	0.00	0.00	252.55	0.00	252.55
9128283D0	10271	TRC	10,300,000.00	10/31/2024	2.250	0.00	94,463.32	2,519.02	0.00	96,982.34
91282CDH1	10276	TRC	9,650,000.00	11/15/2024	0.750	0.00	26,747.28	590.02	0.00	27,337.30
3130AQ3F8	10261	FAC	15,000,000.00	12/10/2024	1.150	0.00	51,270.83	1,916.67	0.00	53,187.50
91282CDS7	10267	TRC	7,500,000.00	01/15/2025	1.125	0.00	16,966.71	917.12	0.00	17,883.83
9128283Z1	10272	TRC	10,330,000.00	02/28/2025	2.750	0.00	21,187.91	3,138.95	0.00	24,326.86
91282CED9	10277	TRC	6,650,000.00	03/15/2025	1.750	0.00	4,179.21	964.44	0.00	5,143.65
64990FA95	10275	MC1	4,065,000.00	03/15/2025	1.062	0.00	1,678.85	239.83	0.00	1,918.68
		Subtotal	**256,802,388.99**			**0.00**	**860,127.25**	**504,664.36**	**459,085.62**	**905,705.99**

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Child Nutrition										
TX CNS-0005	10282	RRP	1,996,510.23		2.679	0.00	0.00	5,523.76	5,523.76	0.00
TX DLY 1227-08	10235	RRP	712,486.96		2.430	0.00	0.00	1,420.84	1,420.84	0.00
MB CN 7619	10245	RR2	216,071.01		0.050	0.00	0.00	16.73	16.73	0.00
		Subtotal	**2,925,068.20**			**0.00**	**0.00**	**6,961.33**	**6,961.33**	**0.00**
Interest & Sinking										
TX DEBT-0002	10238	RRP	2,298,933.23		2.679	0.00	0.00	5,027.98	5,027.98	0.00
TX DLY 1227-04	10232	RRP	210,026.37		2.430	0.00	0.00	418.83	418.83	0.00
MB DS 2049	10243	RR2	2,052,707.98		0.050	0.00	0.00	89.99	89.99	0.00
MB DS MM 7635	10244	RR3	1,039,538.91		0.300	0.00	0.00	273.34	273.34	0.00
		Subtotal	**5,601,206.49**			**0.00**	**0.00**	**5,810.14**	**5,810.14**	**0.00**
General Operating										
TX GEN-0001	10237	RRP	11,101,799.94		2.679	0.00	0.00	24,502.52	24,502.52	0.00
TX DLY 1227-02	10231	RRP	10,880,286.32		2.430	0.00	0.00	21,697.43	21,697.43	0.00
MB GEN 7601	10246	RR2	7,535,831.75		0.050	0.00	0.00	399.90	399.90	0.00
		Subtotal	**29,517,918.01**			**0.00**	**0.00**	**46,599.85**	**46,599.85**	**0.00**
Student Activity										
TX ACT-0004	10240	RRP	412,705.05		2.679	0.00	0.00	907.69	907.69	0.00
MB ACT 7627	10241	RR2	515,708.30		0.050	0.00	0.00	21.10	21.10	0.00
		Subtotal	**928,413.35**			**0.00**	**0.00**	**928.79**	**928.79**	**0.00**
		Total	**295,855,694.03**			**0.00**	**860,127.25**	**564,968.36**	**519,389.62**	**905,705.99**

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

GALVESTON ISD
TAX COLLECTIONS BY FUND
AS OF 09/30/2022

FUND	FUND	OBJ	OBJ	Revised Budget 2022-2023	FYTD Activity 2022-2023	September 2022-2023 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	$ 100,452,652	$ -	$ -	$ (100,452,652)
199	GENERAL FUND	5712	TAXES-DELINQUENT	$ 1,858,374	$ 166,744	$ 166,744	$ (1,691,630)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	$ 1,050,000	$ 57,677	$ 57,677	$ (992,323)
FUND TOTAL				$ 103,361,026	$ 224,422	$ 224,422	$ (103,136,604)
YTD AS A % OF BUDGET				0.2%			

FUND	FUND	OBJ	OBJ	Revised Budget 2022-2023	FYTD Activity 2022-2023	September 2022-2023 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	$ 19,797,747	$ -	$ -	$ (19,797,747)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	$ 366,258	$ 15,507	$ 15,507	$ (350,751)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	$ 100,000	$ 5,540	$ 5,540	$ (94,460)
FUND TOTAL				$ 20,264,005	$ 21,047	$ 21,047	$ (20,242,958)
YTD AS A % OF BUDGET				0.1%			

Galveston Independent School District
Bond 2022 Construction Expenditures
As of September 30, 2022

	Bond Propositions	Voter Approved May 7, 2022 Amount Authorized	Bond Sale #1 August 30, 2022	Authorized but Uniussed
A	Ball HS	$ 229,973,721	$ 170,472,069	$ 59,501,652
A	Transportation	$ 2,820,186	$ 1,849,855	$ 970,331
A	Bond Resolutions	$ 1,061,093	$ 1,061,093	$ -
B	Natatorium at BHS	$ 15,980,000	$ 11,825,089	$ 4,154,911
C	MS Renovation at Central MS	$ 8,513,236	$ 8,513,236	$ -
C	MS Renovation at Weis	$ 18,746,764	$ 18,745,885	$ 879
C	MS Renovation at Austin MS	$ 8,900,000	$ 8,727,773	$ 172,227
D	Technology	$ 4,535,000	$ 4,535,000	$ -
E	Courville Stadium	$ 24,270,000	$ 24,270,000	$ -
	TOTAL BOND AMOUNT	**$ 314,800,000**	**$ 250,000,000**	**$ 64,800,000**

Propositions Sum of Ball HS and Natatorium *$ 245,953,721*
These project budgets have been combined as they will be bid as one.

	Description of Expenditure	Bond 2022 Project Budget	FY 2022	FY 2023	Encumbrances	Balance
Ball High School	Construction	$ 207,047,041	-			$ 207,047,041
	Architect Fees	10,869,914	162,960	-		10,706,954
	Attorney Fees	-	19,244			(19,244)
	Program Management Fees	-	66,064			(66,064)
	Surveys, Testing and Reimb.	4,074,280	1,000	1,000		4,072,280
	Furniture, Fixtures and Equipment	13,776,787	-			13,776,787
	Technology	10,185,699	-			10,185,699
	TOTAL	**$ 245,953,721**	**$ 249,268**	**$ 1,000**	**$ -**	**$ 245,703,453**
Transportation	Buses (13 total - 10 remaining)	$ 1,651,161	-	-	443,165	1,207,996
	White Fleet	862,259	-	-	-	862,259
	Police Vehicles	213,453	-	-	-	213,453
	SMART-Tag Student Management Software	93,313	-	-	-	93,313
	TOTAL	**$ 2,820,186**	**$ -**	**$ -**	**$ 443,165**	**$ 2,377,021**
Bond Resolutions	Capital Expenditures in FY 2022	**$ 1,061,093**	**$ -**	**$ -**	**$ -**	**$ 1,061,093**

Galveston Independent School District
Bond 2022 Construction Expenditures
As of September 30, 2022

	Description of Expenditure	Bond 2022 Project Budget	FY 2022	FY 2023	Encumbrances	Balance
Middle Schools	MS Renovation at Central MS	$ 8,513,236	-	-	-	8,513,236
	MS Renovation at Weis	18,746,764	-	-	-	18,746,764
	MS Renovation at Austin MS	8,900,000	-	-	-	8,900,000
	TOTAL	**$ 36,160,000**	**$ -**	**$ -**	**$ -**	**$ 36,160,000**
Technology	Hardware and Infrastructure	$ 792,000	-	-	-	792,000
	Classroom devices and audio	$ 3,743,000	-	-	-	3,743,000
	Technology	**$ 4,535,000**	**$ -**	**$ -**	**$ -**	**$ 4,535,000**
Courville Stadium	Design and Construction	$ 19,001,345	50,000	50,000	456,429	18,444,916
	Architect Fees	1,140,000				1,140,000
	Attorney Fees	-	4,185			(4,185)
	Program Management Fees	-				-
	Surveys, Testing and Reimb.	1,848,655				1,848,655
	Furniture, Fixtures and Equipment	1,330,000				1,330,000
	Technology	950,000				950,000
	TOTAL	**$ 24,270,000**	**$ 54,185**	**$ 50,000**	**$ 456,429**	**$ 23,709,386**
	GRAND TOTALS	**$ 314,800,000**	**$ 303,453**	**$ 51,000**	**$ 899,594**	**$ 313,545,953**

VENDORS THAT EXCEED $50,000
SEPTEMBER 2022

VENDOR	AMOUNT
GLAZIER FOODS COMPANY	191,912.96
VLK ARCHITECTS, INC	171,903.05
CFI MECHANICAL, INC.	156,531.50
LEARNING A-Z	136,212.00
RELIANT ENERGY DEPT 0954	94,842.02
FRONTLINE TECHNOLOGIES GROUP LLC	81,216.44
KICKSTART KIDS	70,000.00
THE ARTIST BOAT, INC.	57,240.00

LOCAL VENDOR ACTIVITY FOR FY 2022-2023

Full Name	Payments 2022	Zip
A B SIGN SHOP	717.89	77551
A. SMECCA INC	290.20	77550
ALERT ALARMS	2,140.00	77550
ANNA LEIGH SARGENT	1,500.00	77551
ARDEN CRAGAR	1,500.00	77550
BREEZEWAY CUSTOM SCREENPRINTIN	2,449.00	77551
CATHERINE SHELTON PICKAVANCE	416.25	77550
CHALMERS HARDWARE & EMBROIDERY	1,461.16	77550
CITY OF GALVESTON	35,031.15	77553
CITY OF GALVESTON	1,000.00	77553
CLASSIC FORD GALVESTON	167.43	77554
FAMILY SERVICE CENTER OF GALVESTON	96,981.44	77550
FAS TRAC JOB TRAINING CENTER	11,340.00	77551
FRANCES BUERGLER	1,500.00	77551
GABRIELLA MARTINEZ	500.00	77550
GALVESTON CHAMBER OF COMMERCE	5,235.00	77550-1501
GALVESTON COLLEGE	44,874.75	77550
GALVESTON ISD ADMIN PRINT SHOP	175.46	77550
GALVESTON VETERINARY CLINIC	313.02	77551
GISD CHILD NUTRITION	342.50	77550
GISD EDUCATIONAL FOUNDATION	3,934.13	77550
HICKS CO, W U-HAUL	499.41	77554
IDEAL LUMBER CO	3,570.87	77552-0187
JEFFREY POST	53.14	77550
JULIE SCHMID	20,480.00	77554
KELLY SCHWAB	1,500.00	77554
KIMBERLEE MARZA	1,500.00	77551
KLEEN SUPPLY CO	11,268.24	77553
LIBERTY REECE SNIDER	500.00	77550
MARIO'S RISTORANTE	501.90	77551
MARTY'S CITY AUTO INC	1,174.00	77550
MELISSA RUTH DESKINS	2,845.00	77551
MOODY EARLY CHILDHOOD CENTER	152,983.08	77550
PATRICK O'BRIEN	1,500.00	77550
REPUBLIC PARTS CO	126.48	77550
ROTARY CLUB OF GALVESTON ISLAND	285.00	77552
SHERWIN-WILLIAMS CO, THE	4,292.19	77551
SOFIA GRASSO	500.00	77551
STEWART'S PACKAGING INC	572.86	77550
THE ARTIST BOAT, INC.	58,064.75	77554
THIRD COAST R & D, INC.	5,100.00	77550
TONYIA DEWITT	1,500.00	77550
TOP GEAR	5,717.27	77551
VIKKI CURRY	381.70	77550
VILLAGE HARDWARE	1,566.73	77551
WEST ISLE URGENT CARE	3,320.00	77551

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Consider approval of the minutes from the Regular School Board Meeting on September 21, 2022.

RECOMMENDATION: **I move that the Board of Trustees approve the minutes from the Regular School Board Meeting on September 21, 2022.**

Jerry Gibson

Jerry Gibson
Superintendent

Minutes of Public Hearing and Regular Meeting

The Board of Trustees
Galveston Independent School District

The Public Hearing to present the Annual Performance of the Optional Flexible School Day Program at AIM College and Career Preparatory Academy and Ball High School was scheduled to begin at 6:00pm, Wednesday, September 21, 2022, in the Board Room at the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX. --*6:06 Presented by Cheryl Rutledge. There were no question by the board or the public.*

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held immediately following the Public Hearing in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

Board members present: Brown, O'Neal, Jobe, Lakin and Beeton
Board members absent: Smecca and Masel.

1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. --*6:03 Brown asked for a moment of silence for Mason Nelson and Sam Mixon.*
2) Pledge of Allegiance to the United States flag and the Texas flag. --*6:04 Led by Darrell Mitchell, 4th grade student at Morgan Elementary.*
3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby <u>prior</u> to the start of the meeting. --*6:10*
--6:10 Darrell Wells requested the tile mural of Tuffy at Ball high be preserved.
--6:12 Robert Lewis spoke about track in the new stadium
--6:16 Leon Phillips spoke about track in the new stadium
--6:20 Dawna Valentine spoke about track in the new stadium
--6:23 Kenneth Simpson spoke about track in the new stadium
--6:26 Mary Castillo spoke about track in the new stadium

PBK Bond Project Update 7A –*6:31 Given by Ron Bailey and Manny Torres*
--6:37 Questions/comments by the board

ZeroSix Project Update 7B –*6:43 Report given by Bill Coltzer. 6:51 Questions/comments by the board*

More public comment –*6:56*
--6:56 Myson Foster spoke about track in the new stadium
--6:58 Ra'niya Pope and Misty Pope spoke about track in the new stadium
--7:00 Yolanda Pope spoke about track in the new stadium
--7:00 Linda Arcenaux spoke about track in the new stadium
--7:03 David Miller requested copies of the report by PBK and ZeroSix.

4) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. --*7:04*

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

A) Personnel
B) Consultation with Attorney
C) Real Property

5) Reestablish the open meeting of the Galveston ISD Board of Trustees. --*7:32*

6) District Reports

A) Superintendent's Report
B) Board Committee Reports
1) Curriculum Committee Chair- Ms. Ann Masel
2) Facilities/Finance Committee Chair- Mr. Johnny Smecca

7) Financial Reports

A) PBK Bond Project Update *–6:31 Given by Ron Bailey and Manny Torres*
B) ZeroSix Project Update

8) CONSENT AGENDA - Action Items --*7:32 Item L was deferred. Motion by Jobe. Second by Lakin. Discussion by Beeton about Item L and accountability ratings. Unanimously approved*

A) Consider approval of the minutes from the Regular School Board Meeting on August 24, 2022.
B) Consider approval of personnel resignations and recommendations with contracts.
C) Discuss and consider approval of payment of attorney fees.
D) Consider approval of Monthly Budget Amendment
E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.
F) Discuss and Consider approval to cancel the Regular School Trustee Election for District 2-B for the November 8, 2022 School Board Election.
G) Discuss and Consider approval of Certification of Unopposed Candidate for the Regular School Trustee Election for District 2-B
H) Discuss and Consider Approval of Purchase of 3 Buses
I) Discuss and consider approval to purchase Imagine Learning Software licenses using IMA funds during the 2022-2023 school year for an amount not to exceed $57,000.
J) Discuss and Consider approval of Attendance Committees for all campuses as per FEC (LEGAL).

K) Discuss and Consider Approval of Skyward Annual License Fees Greater than $50,000
L) Discuss and consider approval for the District HB 3 Goals and Performance Objectives. Under House Bill 3 (HB 3), the Board of Trustees must adopt goals in early childhood literacy and math, as well as college, career, and military readiness (CCMR).

M) Discuss and Consider Approval of Agreement with Communities in Schools for Dropout Prevention Program

N) Discuss and consider contract renewals for Professional Development and Consultation Services to Vendors presented in CSRFP 2021-22-002 (year 2 of 3) starting October 1, 2022, not to exceed $250,000 funded by APEX3/Magnet Grant.

O) Discuss and consider approval of Resolution for the Office of the Governor, Public Safety, Bullet Resistant Grant Shield Program

P) Discuss and Consider Approval of Three (3) Contracts with PBK Architects, Inc. for Architectural Services related to the Bond 2022 Middle School Projects

9) REGULAR AGENDA- Action Items --*7:34*

10) Discuss and consider the submission of the application for Optional Flexible School Day for AIM College and Career Prep and Ball High School. --*7:34 Motion by Beeton. Second by Lakin. No discussion. Approved unanimously.*

11) Suggested Future Agenda Items --*7:34 Beeton wanted to discuss registration.*

12) Board Comments --*7:36*

Jobe – Rosenberg Library is offering free chromebooks and hotspots for qualifying families in Galveston. For more info: Rosenberg-Library.org/isleconnect

Brown – Thanks for the moment of silence for the two students who passed. Please keep Hannah Jackson and Coza in your thoughts.

Dr. Gibson thanked the community outreach for supporting the students after the September 2nd accident. He spoke about the cross country meet and business community support. He saw Galveston at its finest and thank you to our community.

O'Neal - Thanks to the community.

13) Adjournment --*7:42*

Minutes taken by: Amedia Bly
Approved on October 19, 2022

________________________________ ________________________________

Mr. Tony Brown, President | Shae Jobe, Secretary

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider approval of personnel resignations and recommendations with contracts.

Under Separate Cover

RECOMMENDATION: **I move that the Board of Trustees approve personnel resignations and recommendations with contracts.**

Jerry Gibson

Jerry Gibson
Superintendent

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider approval of payment of attorney fees.

The Board has directed that attorney fees incurred by the district be brought for approval before payments are made. The district is in receipt of invoices from:

Thompson and Horton:	$43,526.85	October 12, 2022 for September

Invoice# 52905	$1,860.00
Invoice# 52704	$1,782.50
Invoice# 52705	$7,923.10
Invoice# 52828	$2,696.25
Invoice# 52827	$7,496.25
Invoice# 52826	$2,615.00
Invoice# 52824	$5,650.00
Invoice# 52825	$10,540.00
Invoice# 52823	$2,963.75

Jerry Gibson

Jerry Gibson
Superintendent

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider approval of monthly Budget Amendment (Under separate cover.)

RECOMMENDATION: I move that the Board of Trustees approve the budget amendment, as presented.

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Asst. Superintendent of Business and Operations

GALVESTON Independent School District
2022-2023 Proposed Budget Amendment
October 2022

Function		General Fund: Beginning Budget	General Fund: Amendments	General Fund: Ending Budget	Food Service Fund: Beginning Budget	Food Service Fund: Amendments	Food Service Fund: Ending Budget	Debt Service Fund: Beginning Budget	Debt Service Fund: Amendments	Debt Service Fund: Ending Budget
11	Instruction	$ 37,707,195	$ 13,000	$ 37,720,195						
12	Instructional Resources	$ 370,291		$ 370,291						
13	Curriculum & Inst Staff Dev	$ 572,360		$ 572,360						
21	Instructional Leadership	$ 1,938,021		$ 1,938,021						
23	School Leadership	$ 4,068,756		$ 4,068,756						
31	Guidance/Counseling	$ 2,330,041		$ 2,330,041						
32	Social Work Services	$ 295,476		$ 295,476						
33	Health Services	$ 839,775		$ 839,775						
34	Student Transportation	$ 3,396,737		$ 3,396,737						
35	Food Services	$ -		$ -	$ 6,149,000		$ 6,149,000			
36	Extracurricular Activities	$ 2,128,741		$ 2,128,741						
41	General Administration	$ 3,002,311		$ 3,002,311						
51	Maintenance and Operations	$ 9,604,500		$ 9,604,500	$ 521,000		$ 521,000			
52	Security and Monitoring	$ 1,283,025		$ 1,283,025						
53	Data Processing Services	$ 2,126,048		$ 2,126,048						
61	Community Services	$ 1,006,746		$ 1,006,746						
71	Debt Service	$ -		$ -				$ 19,718,592	$ -	$ 19,718,592
81	Construction	$ -	$ 2,000,000	$ 2,000,000						
91	Recapture Payment	$ 44,048,102		$ 44,048,102						
93	Shared Services	$ 26,875		$ 26,875						
99	Intergovernmental Charges	$ 805,000		$ 805,000						
		$ -		$ -						
TOTAL		**$ 115,550,000**	**$ 2,013,000**	**$ 117,563,000**	**$ 6,670,000**	**$ -**	**$ 6,670,000**	**$ 19,718,592**	**$ -**	**$ 19,718,592**

General Fund Budget

Function 11
$ 13,000 Teacher Incentive Allotment designation fees

TOTAL $ 13,000

Function 13

TOTAL $ -

Function 31

TOTAL $ -

Function 36

TOTAL $ -

Function
51

TOTAL $ -

Function
81 2,000,000 Purchase land for New Ball HS

TOTAL $ 2,000,000

Food Service Budget

Function 35

TOTAL $ -

Function 51

TOTAL $ -

Signed: ______________________________
Board President

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider approval of donations in accordance with Board Policy CDC Local

RECOMMENDATION: I move that the Board accept the donations, as presented.

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Asst. Superintendent of Business and Operations

Galveston Independent School District
Donations for September 2022

Date	Recipient	Giver		Gift
9/14/2022	Robotics (from RevTrak)	Island Pride Property Management Co.		$ 100.00
9/29/2022	Robotics (from RevTrak)	Ben Wilson & Mycal Lopez		$ 100.00
September 2022	Homeless and Foster Care Liason	Mindy Larken - 130 boses of Crayons		$ 100.00
September 2022	Homeless and Foster Care Liason	Dr. Annette Scott		$ 100.00
September 2022	Homeless and Foster Care Liason	Mrs. Mary Patrick		$ 100.00
September 2022	Homeless and Foster Care Liason	Connie Morgenroth		$ 200.00
September 2022	Homeless and Foster Care Liason	Jeffrey Martello		$ 100.00
September 2022	Homeless and Foster Care Liason	GISD Education Foundation		$ 500.00
September 2022	Homeless and Foster Care Liason	Edie Harrington Real Estate		$ 20.00
September 2022	Homeless and Foster Care Liason	Tomas J. Schwenh (Tom's Galveston Real Estate)		$ 50.00
September 2022	Homeless and Foster Care Liason	Debbie & Bruce Reinhart		$ 500.00
September 2022	Homeless and Foster Care Liason	Vivian Hernandez	Gift cards	
September 2022	Homeless and Foster Care Liason	Moody Foundation	School Supplies	
September 2022	Homeless and Foster Care Liason	Allicance Abroad	School Supplies	
September 2022	Homeless and Foster Care Liason	Stewart Title & Networking	School Supplies	$ 610.00
September 2022	Homeless and Foster Care Liason	Operation School Bell	1800 school shirts/600 jackets	
September 2022	Homeless and Foster Care Liason	Monty Boltinghouse (Holiday Inn Club Vacations/Seaside Resort)	50+ Back packs w/school supplies	
September 2022	Homeless and Foster Care Liason	Boys & Girls Club	Video Game console & controller	
September 2022	Homeless and Foster Care Liason	Carrie Robbinson	Clothes donation	
			Total	$ 2,480.00

Without generous support from donors such as these, many school projects would not be accomplished.
The Board of Trustees and the schools express their thanks.

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: **Discuss and consider approval of Galveston ISD's participation in the Community Youth Development (CYD) Program.**

The Community Youth Development (CYD) Program is sponsored by The Children's Center. Galveston ISD is the recipient of the services supported by the grant. CYD has six proposed programs, four programs directly with GISD and two in cooperation with GISD. The four proposed GISD programs include: (1) Media Costuming and 3 – D Printing at Central Middle School, (2) STEM 2 Thinkers as a District initiative to help students prepare for the Science Fair, (3) a Summer Bridge STEAM Camp and (4) Rosenberg Elementary Tiger Sharks Sports and Leadership Mentoring Program. The other two projects include the district working collaboratively with (1) Artist Boat and (2) Iconoclast Artists. Galveston ISD will receive $74,215.82 for its participation in the program. The Children's Center is the fiscal agent of the grant.

RECOMMENDATION: **I move that the Board of Trustees approve Galveston ISD's participation in the Community Youth Development Program.**

Jerry Gibson

Dr. Jerry Gibson, Superintendent

Annette Scott

Annette Scott
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider Retention Incentive for Collaborative UpBring Staff and GISD PK staff

Upbring Head Start would like to amend the MOU by and between Galveston ISD (Contractor), and UpBring Head Start dated September 27, 2022, for the 2022-2023 school year. This Amendment has an effective date of September 1, 2022.

Retention Bonus Award: $30,000.00

Retention Bonus: 6 – ISD Teachers and 6 –ISD Teacher's Aides will receive an additional Retention Bonus in the amount of $2,500.00 for the 2022-23 school year. The Retention Bonus, in alignment with the Office of Head Start recommendations, will be evaluated based on funding within the grant award to help keep the employee on the job during critical times, staff shortages, or any other crucial or critical time - period.

In Compliance with Board Policy DEA Legal, a public hearing was held at the Finance Committee Meeting on October 18, 2022. This is required when increasing an amount owed under a contract after the contract has commenced.

Amendment #1 under separate cover

RECOMMENDATION: **I move that the Board approve Amendment #1 to the UpBring MOU Head Start for 2022-2023 school year to provide Retention Bonus to UpBring and GISD Collaborative Staff.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Mary Patrick

Mary Patrick, Executive Director of Special Programs/Homeless and Foster Care Liaison

UPBRING HEAD START
Galveston ISD
MOU
AMENDMENT NO. 1

The Parties agree to amend the MOU by and between Galveston ISD (Contractor), and Upbring Head Start, (Upbring), dated September 27, 2022, for the 2022 – 2023 school year. This Amendment has an effective date of September 1, 2022.

Insert after Paragraph 28 of the MOU is amended as follows:

Retention Bonus Award Amount: $30,000

Retention Bonus: 6 -ISD Teacher and **6** -ISD Teacher Aide will receive an additional Retention Bonus in the amount of $2,500 for the 2022-23 school year. The Retention Bonus, in alignment with the Office of Head Start recommendations, will be evaluated based on funding within the grant award to help keep the employee on the job during critical times, staff shortages, or any other crucial or critical time period.

All other Terms and Conditions of this MOU shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

Galveston ISD

By: ______________________________
Print Name: __________________________
Title: Superintendent
Date:______________________________

UBRING HEAD START

By: ______________________________
Print Name: Dr. Andrew Benscoter
Title: Chief Education and Growth Officer
Date:______________________________

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider approval of 35-month agreement with Comcast as provider of Ethernet Dedicated Internet (EDI) with an annual service charge of $54,600

Comcast provides district wide Ethernet Dedicated Internet (EDI) with a bandwidth of 3000 mbps. The contract term began 7-1-2022 and ends 5-30-2025 (35 months) at a cost of $4,550 per month or $54,600 annually. This service is essential for business functions and student achievement. Each year the district applies for Category 1 funding through E-rate and is awarded a discounted rate of 90%. The district received a funding commitment from USAC in the amount not to exceed $61,117.63 in the form of service credits for Fiscal Year 22-23; therefore, no payments from the District are expected this year.

The district intends to apply for funding support in future fiscal years to help meet district obligations on the 35-month terms of service.

See the attached documentation for more details.

RECOMMENDATION: **I move the board ratify the multi-year agreement and approve payment to Comcast in an amount not to exceed $54,600 for the district's internet service fees for the 2022-2023 fiscal year.**

Connie Morgenroth

Jerry Gibson
Superintendent

Connie Morgenroth
Assistant Superintendent of Business & Operations

FRN	Service Type	Status
2299059183	Data Transmission and/or Internet Access	Funded

Dollars Committed			
Monthly Cost		**One-time Cost**	
Months of Service	12		
Total Eligible Recurring Charges	$67,908.48	Total Eligible One Time Charges	$0.00

Total Pre-discount Charges	$67,908.48
Discount Rate	**90.00%**
Committed Amount	**$61,117.63**

Dates	
Service Start Date	**7/1/2022**
Contract Expiration Date	**5/30/2025**
Contract Award Date	3/23/2022
Service Delivery Deadline	6/30/2023
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Comcast Business Communications
SPIN (498ID)	143003990
Contract Number	
Account Number	
Establishing FCC Form 470	220009319

Consultant Information	
Consultant Name	
Consultant's Employer	Funds for Learning
CRN	16024808

Funding Commitment Decision Comments

MR1: Entity 89806 BALL HIGH SCHOOL was removed from FRN line item 2299059183.002 for Taxes and USF Fees to agree with the applicant documentation.

Service Agreement (E-Rate)

This Service Agreement ("Agreement") is entered into on June 27, 2022 ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and Galveston Independent School District ("Customer"), with offices located at 3904 Avenue T, Galveston, TX 77550.

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other Service(s) to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) ("PSA(s)"), and any written amendments to the Agreement and executed by both parties, if any ("Amendment(s)"), collectively referred to as the "Agreement". In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at https://business.comcast.com/terms-conditions-ent (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at https://business.comcast.com/customer-notifications/acceptable-use-policy (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at https://business.comcast.com/privacy-statement_new (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

<table>
<tr><td colspan="4">As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast:

One (1) 3000 Mbps Ethernet Dedicated Internet ("EDI") Service(s) circuit, inclusive of Static IP (this Agreement represents a renewal and upgrade; Customer is upgrading existing EDI Services circuit from 2000 Mbps to 3000 Mbps).</td></tr>
<tr><td colspan="2">Term (Months): Thirty-five (35)</td><td colspan="2">Agreement Number: TX-Orla-062722-01/FY22</td></tr>
<tr><td colspan="2">Non-Recurring Charges (NRC): $0.00</td><td colspan="2">Monthly Recurring Charges (MRC): $4,550.00</td></tr>
<tr><td colspan="4">Custom Installation Charge ("CIC"): $0.00</td></tr>
<tr><td colspan="2">Number of Service Location(s): One (1)</td><td colspan="2">Estimated Service Commencement Date: On or after July 1, 2022</td></tr>
<tr><td colspan="4">Notes / Comments:
1. E-Rate funding, if applicable, to be sought solely by Customer.
2. The Service(s) specified herein shall be provided by Comcast Business Communications, LLC. The Comcast Business Communications, LLC SPIN No. is 143003990.</td></tr>
<tr><td>Salesperson:</td><td>Kenneth Orlaska</td><td>Telephone Number:</td><td>(346) 297-3604</td></tr>
<tr><td>Sales Director:</td><td>Chris Prekopa</td><td>Telephone Number:</td><td>(720) 357-3264</td></tr>
<tr><td>Customer Contact:</td><td>Michael Le</td><td>Telephone Number:</td><td>(409) 766-5174</td></tr>
</table>

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Galveston Independent School District		**Comcast Cable Communications Management, LLC**	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS FOR E-RATE
("General Terms and Conditions")

ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

Agreement: Collectively, these General Terms and Conditions, the Service Agreement (E-Rate) Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

Customer: The entity named on the Service Agreement (E-Rate) Cover Page.

Customer-Provided Equipment: All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

Network: The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to each of the Services.

Sales Order: An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Each Statement of Work shall be considered a Sales Order.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

Statement of Work (SOW): The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

Website: The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is https://business.comcast.com/terms-conditions-ent (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast, at which time it will become binding, subject to an engineering review. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return ("IRR") for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Sales Order or SOW upon ten (10) days' notice to Customer, without penalty.

2.2 Access. To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment.

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment.

2.5 Network; Intellectual Property; IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

B. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

C. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment.

ARTICLE 3. BILLING AND PAYMENT

2.1 Charges; Changes to MRC; Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

3.2 Payment Terms; Disputes.

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned

Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.3 <u>Credit Approval and Deposits</u>. Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

3.4 <u>E-Rate Funding</u>. Comcast makes no representations, guarantees or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly acknowledges and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

<u>ARTICLE 4. TERM & TERMINATION</u>

4.1 <u>Sales Order Term</u>. Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term of the Agreement, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The term of the Agreement commences on the Effective Date and continues for the time set forth on the Service Agreement (E-Rate) Cover Page.

4.2 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

4.3 Termination for Cause. If either party breaches any material term of the Agreement and the breach continues un-remedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s). Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

4.4 Effect of Expiration/Termination of a Sales Order or SOW. Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS ($1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO: (1) CONTENT OR DATA RECEIVED OR DISTRIBUTED BY CUSTOMER OR ITS USERS THROUGH THE SERVICES; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS, OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; (3) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S

LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 Disclaimer of Warranties. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 Comcast's Indemnification Obligations. Subject to Sections 5.1(B), 5.1(C), and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

6.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures. To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

7.2 Publicity. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

7.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; COMCAST POLICIES

8.1 Prohibited Uses; Comcast Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: https://business.comcast.com/landingpage/disconnect (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement.

A. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify the PSAs, and any related policies (including the AUP and

Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Customer purchase order, or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect.

B. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

9.6 Entire Understanding; Construction; Survival; Headings; No Waiver. The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third-Party Beneficiaries; Independent Contractors. Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SA ID#: TX-Orla-062722-01/FY22 **Opportunity ID#:** 21064122 **Account Name:** Galveston Independent School District

CUSTOMER INFORMATION (for notices)

Primary Contact:	Michael Le	Billing Account Name	Galveston Independant School District	INVOICE ADDRESS	
Title:		Billing Name (3rd Party Accounts)	Michael Le	Address 1:	3409 Avenue T
Address 1:	3409 Avenue T	Billing Contact:	Michael Le	Address 2:	
Address 2:		Title:		City:	Galveston
City:	Galveston	Phone:	(409) 766-5174	State:	TX
State:	TX	Cell:		Zip Code:	77550
Zip:	77550	Fax:		Tax Exempt:	Yes
Phone:	(409) 766-5174	Email:	michaelle@gisd.org	* If Yes, please provide and attach all applicable tax exemption certificates	
Cell:					
Fax:					
Email:	michaelle@gisd.org				

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): **35**

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$3,550.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$3,550.00**
Change Monthly Recurring Charges:	$1,000.00
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$1,000.00**
Total Monthly Recurring Charges:	$4,550.00
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$4,550.00**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Change Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Total Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Trunk Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Equipment Fee Monthly Recurring Charges (All Services)	**$0.00**

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement (SA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: Galveston Independent School District **Date:** 6/27/2022

SA ID#: TX-Orla-062722-01/FY22 **Opp ID#:** 21064122

Short Description of Service: 0

Service Term: 35 MONTHS

PAGE 2 of 3 **Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	No Change	EDI - Network Interface - 10 Gig	Port	3904 Avenue T--Galveston ISD / 39	-	Interstate	1	$0.00	$0.00
002	Renew	Remove	EDI - Bandwidth	2000 Mbps	3904 Avenue T--Galveston ISD / 39	-	Interstate	1	($3,500.00)	$0.00
003	Renew	Add	EDI - Bandwidth	3000 Mbps	3904 Avenue T--Galveston ISD / 39	-	Interstate	1	$4,500.00	$0.00
004	Renew	Remove	IPv4 Static Address Block /27 (30)	Static IP	3904 Avenue T--Galveston ISD / 39	-	Interstate	1	($50.00)	$0.00
005	Renew	Add	IPv4 Static Address Block /27 (30)	Static IP	3904 Avenue T--Galveston ISD / 39	-	Interstate	1	$50.00	$0.00
006	-	-	-		-	-			$0.00	$0.00
007	-	-	-		-	-			$0.00	$0.00
008	-	-	-		-	-			$0.00	$0.00
009	-	-	-		-	-			$0.00	$0.00
010	-	-	-		-	-			$0.00	$0.00
011	-	-	-		-	-			$0.00	$0.00
012	-	-	-		-	-			$0.00	$0.00
013	-	-	-		-	-			$0.00	$0.00
014	-	-	-		-	-			$0.00	$0.00
015	-	-	-		-	-			$0.00	$0.00
016	-	-	-		-	-			$0.00	$0.00
017	-	-	-		-	-			$0.00	$0.00
018	-	-	-		-	-			$0.00	$0.00
019	-	-	-		-	-			$0.00	$0.00
020	-	-	-		-	-			$0.00	$0.00
021	-	-	-		-	-			$0.00	$0.00
022	-	-	-		-	-			$0.00	$0.00
023	-	-	-		-	-			$0.00	$0.00
024	-	-	-		-	-			$0.00	$0.00
025	-	-	-		-	-			$0.00	$0.00
026	-	-	-		-	-			$0.00	$0.00
027	-	-	-		-	-			$0.00	$0.00
028	-	-	-		-	-			$0.00	$0.00
029	-	-	-		-	-			$0.00	$0.00
030	-	-	-		-	-			$0.00	$0.00
031	-	-	-		-	-			$0.00	$0.00
032	-	-	-		-	-			$0.00	$0.00
033	-	-	-		-	-			$0.00	$0.00
034	-	-	-		-	-			$0.00	$0.00
035	-	-	-		-	-			$0.00	$0.00
036	-	-	-		-	-			$0.00	$0.00
037	-	-	-		-	-			$0.00	$0.00
038	-	-	-		-	-			$0.00	$0.00
039	-	-	-		-	-			$0.00	$0.00
040	-	-	-		-	-			$0.00	$0.00
041	-	-	-		-	-			$0.00	$0.00
042	-	-	-		-	-			$0.00	$0.00
043	-	-	-		-	-			$0.00	$0.00
044	-	-	-		-	-			$0.00	$0.00
045	-	-	-		-	-			$0.00	$0.00
046	-	-	-		-	-			$0.00	$0.00
047	-	-	-		-	-			$0.00	$0.00
048	-	-	-		-	-			$0.00	$0.00
049	-	-	-		-	-			$0.00	$0.00
050	-	-	-		-	-			$0.00	$0.00
							PAGE 2 SUBTOTAL:		$1,000.00	$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 6/27/2022 **SA ID#:** TX-Orla-062722-01/FY22 **Opp ID#:** 21064122 **Account Name:** Galveston Independent School District

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	3904 Avenue T--Galveston IS	3904 AVENUE T		GALVESTON	TX	77550	$0.00	Michael Le	(409) 766-5174	michaelle@gisd.org	
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3											
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Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: **Discuss and Consider Approval of Alpha Testing for Final Geotechnical Exploration on the New Ball High School and Natatorium project in the amount of $59,000**

Bond 2022 included funds to build a new Ball High School and Natatorium. On June 22, 2022, the board awarded RFQ 2021-22-017 to nine firms, including Alpha Testing, for geotechnical engineering, environmental assessment, and construction materials testing associated with Bond 2022 construction projects. Alpha Testing has already begun Preliminary Geotechnical Exploration work on the site for a fee of less than $50K. The lump sum proposal for the Final Geotechnical Exploration work is $59,000 and requires board approval. The proposal is attached for your review.

RECOMMENDATION: **I move that the Board of Trustees approve the proposal from Alpha Testing for Final Geotechnical Exploration for the new Ball High School and Natatorium in the amount of $59,000 from Bond 2022 funds, as presented.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent of Business & Operations

October 7, 2022

Galveston ISD
P.O. Box 660
Galveston, TX 77553
Attention: Erich Kreiter

Re: Proposal for Final Geotechnical Exploration
New Ball High School & Natatorium
4115 Avenue O
Galveston, Texas
ALPHA Proposal No. 93744

ALPHA TESTING, LLC (hereinafter "ALPHA") is pleased to submit to **Galveston ISD (hereinafter "Client")** the following proposal for a Final Geotechnical Exploration on the project referenced above. The purpose of the geotechnical study will be to provide information for use in design of typical foundations and pavement for the proposed project. We understand ALPHA has been selected to provide professional services for this project based solely on our qualifications, and that the Client is currently negotiating work scope and fee only with ALPHA at this time.

Project Information
We understand the project consists of a new high school and natatorium building, with associated paved parking and drives. The high school building will be 3 to 4 stories. We understand maximum foundation loads could be 610 kips for slab-on-grade construction and 710 kips for a suspended first floor construction. We also understand the existing site will be built-up about 8 ft above existing grade.

The site is generally bounded by 43rd Street, Ursuline Street, 41st Street, and Bernardo De Galvez Avenue (nominal 20 acres). The location of the proposed structures on the site has not been finalized. From our review of site images available on GoogleEarth™, most of the site currently contains existing buildings, parking lots, and roads. The borings for the final geotechnical report will be drilled after the buildings have been removed.

Scope of Work
This study will include the following evaluations:

Subsurface soil and depth-to-water level observations at the planned boring locations to depths that would typically be significantly affected by foundations.

Engineering characterization of the subsurface materials observed.

Typical foundation types suitable for support of the proposed project.

Data required for design of typical foundation systems for the project.

Retaining wall recommendations, including lateral earth pressures, backfill requirements, and drainage requirements.

Concrete pavement sections for the planned parking and drives.

Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, treatment of in-place soils for the support of foundations, and anticipated construction problems due to observed subsurface conditions (based on our experience with similar soils under similar conditions).

We have been asked to generally provide test borings on a nominal 200 ft grid over the entire site. Based on this, we propose to explore the subsurface soil conditions at the project site by drilling a total of 28 test borings. Twelve of the 28 borings will be drilled for a Preliminary Geotechnical Investigation (see ALPHA Proposal No. 93438 dated October 7, 2022). Sixteen borings will be drilled at a later date (after the preliminary borings) for the Final Geotechnical Investigation.

For the final geotechnical study, we propose to drill seven (7) borings to a depth of 100 ft and nine (9) borings to a depth of 60 ft to supplement the preliminary borings. We anticipate that more specific project information will be available by the time the site is ready for the final investigation, including building sizes and locations. It may be necessary to revise the number and/or depth of the test borings for the final investigation at that time.

At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings. Settlement of boreholes may occur over time. ALPHA shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil conditions observed. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the Client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study may also include laboratory tests to evaluate the moisture condition, classification, shear strength, and/or potential for shrink/swell behavior of select soil samples. The specific types and quantities of tests will be determined based on soil conditions observed in the borings performed for this study. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained, qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. The field and laboratory staff are supervised by Professional Engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

The final geotechnical report will be based on the 16 borings performed for the final geotechnical study plus the 12 borings for the preliminary geotechnical study (28 borings total). In the event the preliminary study is not performed, it will be necessary to revise the number and/or depth of the borings necessary for the final study.

Fee and Schedule

Our fee for performance of the scope of work presented herein for the project described will be as noted below. We will not exceed this figure without your approval. Boring operations would commence within about 10 working days from your notification to proceed. The complete written report would be sent to you in electronic PDF format within about 15 working days following completion of the boring operations.

Work Scope	Lump Sum Fee	Time to Complete Study
Final Geotechnical Investigation	**$59,000.00**	8 Weeks

The above cost estimate is valid for 180 days and are based on Client providing suitable access and entry to test boring locations during normal business hours. Client represents that it has full authority from the current landowner to engage ALPHA to perform this study. The pricing provided above assumes test boring locations can be accessed using standard, truck-mounted drilling equipment. Surveying of boring locations and elevations is not included in the cost estimate. If difficult site conditions are encountered, alternate pricing may be provided using an All-Terrain Drilling Unit or other portable equipment.

Prior to start of drilling, ALPHA will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site specific utility information upon acceptance of this proposal. In addition, Ground Penetrating Radar (GPR) services will be performed by a third-party contractor to aid in locating below-grade utilities. This service is an increased level of due diligence in conjunction with Texas One-Call clearance; however, it does not guarantee the absence of below-grade utility conflicts. ALPHA is not responsible for damage to any below-grade utilities of which we are not made aware.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, ALPHA is not responsible for re-grading or repairing rutted areas if they develop.

Due to the ever-changing circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the ***Proposal Acceptance Form*** *and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date.* Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The "Terms and Conditions" are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

ALPHA TESTING, LLC

Theodore A. (Tony) Janish, P.E.	Duraisamy S. (Roy) Saravanathiiban, Ph.D., P.E.
Vice President	Senior Geotechnical Engineer

Attachments: Proposal Acceptance Form
"Exhibit A" Terms and Conditions

GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM

Date: October 7, 2022 ALPHA Proposal No.: 93744

Project Name: New Ball High School & Natatorium

Project Location: 4115 Avenue O, Galveston, Texas

CLIENT: ____________________

ADDRESS: ____________________

CITY/STATE/ZIP: ____________________

ATTENTION: ____________________ **TELEPHONE:** ____________________

EMAIL: ____________________ **FAX:** ____________________

*******REQUIRED INFORMATION*****(Must be completed in order to process)**

ACCOUNTS PAYABLE CONTACT: ____________________ ☐ ***Check box if same as above***

ADDRESS: ____________________

CITY/STATE/ZIP: ____________________

EMAIL: ____________________ **TELEPHONE:** ____________________

Land Owner's Name: ____________________

Address: ____________________

City, St. Zip: ____________________

Project Legal Description: ____________________

____

Project County: ____________________

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: ____________________
Signature Title Date

PRINTED NAME: ____________________

REPORT DISTRIBUTION

COMPANY	ATTENTION	EMAIL ADDRESS

“EXHIBIT A”
Terms and Conditions

Section 1: <u>The Agreement</u>
The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, LLC (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

Section 2: <u>Standard of Care</u>
The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

<u>ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.</u>

Section 3: <u>Site Access and Conditions</u>
CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **<u>CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT</u>**. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.

Section 4: <u>CLIENT’s Responsibility and Project Understanding</u>
CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA’s performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA’s work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA’s work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA’s specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha’s work and any fault or claimed deficiency with ALPHA’s work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA’s work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

<u>ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT’s failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys’ fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT’s failure to timely provide such new, changed, or additional information.</u>

Section 5: Project Change
In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

Section 6: Confidentiality
All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

Section 7: Sample Disposal
Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8: Construction Observations
ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

Section 9: Ownership of Documents
All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

Section 10: Termination
This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR $25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15: Indemnity

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFRENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

Section 17: Non-Solicitation
During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

Section 18: Resolution of Disputes
(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier that concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of lay or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.

Section 19: Governing Law and Survival
The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: **Discuss and Consider Approval of Site Survey Proposal from Landtech for the Bond 2022 Ball High School and Natatorium project in the amount of $59,920**

Bond 2022 included funds to build a new Ball High School and Natatorium. On June 22, 2022, the board awarded RFQ 2021-22-016 to two firms, Landtech and KFW, for professional engineering associated with boundary and topographic surveying services. Landtech has already begun Phase 1 topographic survey work on the site for a fee of less than $50K. The lump sum proposal for the Phase 2 scope of work is $59,920 and requires board approval. The scope of work is outlined in the proposal which is attached for your review.

RECOMMENDATION: **I move that the Board of Trustees approve the proposal for Phase 2 site surveying services from Landtech related to the Bond 2022 Ball High School and Natatorium project, in the amount of $59,920, from Bond 2022 funds, as presented.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent of Business & Operations

LANDTECH

Landtech, Inc.
2525 North Loop West, Suite 300
Houston, Texas 77008
T: 713-861-7068; F: 713-861-4131
TXBPELS Reg. No. 10019100

October 18, 2022

Dr. Jerry Gibson
Superintendent of Schools GISD
3904 Avenue T
Galveston, Texas 77550

Re: Ball High School Survey-Galveston, Texas- Phase Two

Dear Dr. Gibson:

It is my pleasure to submit the following proposal for the above referenced project. The scope of work and associated fee are as follows:

<u>Phase Two</u>:
Topographic survey of the existing Ball High School campus bounded by Bernardo De Galvez, 43rd Street, 41st Street, and Avenue O. Record research at public and private utility agencies. The survey will define the footprint of the building, courtyard, and finished floor elevation and the full right of way of the surrounding streets with cross section at 50-foot interval. Provide a CAD file of the field data with spot elevations, utilities, and street right of way. The survey will be referenced to the FEMA datum.

Field Party………………………………………………..	160 hours x $185.00=	$29,600.00
Technician…………………………………………………..	72 hours x $110.00=	7,920.00
CADD……………………………………………………….…	128 hours x $105.00=	13,440.00
Project Surveyor…………………………………………..	40 hours x $150.00=	6,000.00
Project Manager……………………………………….….	16 hours x $185.00=	2,960.00
		$59,920.00

Thank you for the opportunity to submit this proposal.

Sincerely,

Paul Kwan

Paul Kwan, RPLS,
President

S:\USERS/RECEPTIONIST\PROPOSAL\ Galveston Ball High School Phase Two 10/18/2022

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: **Discuss and Consider approval of proposed resolutions granting authority and authorizing negotiations to purchase properties located at 4220 Avenue O, 4228 Avenue O, and 4209 Avenue N ½, for a Public School Purpose – properties are needed for the construction of the new Ball High School**

The District would like to purchase properties for the construction of the new Ball High School. To move forward, the district would like approval of the attached proposed resolutions granting authority and authorizing negotiations to purchase, and if necessary, to initiate eminent domain proceedings. The properties are located at 4220 Avenue O, 4228 Avenue O, and 4209 Avenue N ½, and are needed for a Public School Purpose – for the construction of the new Ball High School.

RECOMMENDATION: **I move that the Board of Trustees approve the resolutions as presented to grant authority and authorize negotiations to purchase, and if necessary, to initiate eminent domain proceedings, properties located at 4220 Avenue O, 4228 Avenue O, and 4209 Avenue N ½, in Galveston Texas, and authorize the Board President to sign the resolutions.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent of Business & Operations

RESOLUTION – PROPOSED PUBLIC SCHOOL PURPOSE – 4220 AVENUE O, GALVESTON, GALVESTON COUNTY, TEXAS 77550

AUTHORITY TO AUTHORIZE NEGOTIATIONS FOR PURCHASE AND APPROVAL OF RESOLUTIONS FOR THE INITIATION OF EMINENT DOMAIN PROCEDURES, IF NECESSARY, FOR THE ACQUISITION OF PROPERTY FOR PROPOSED PUBLIC SCHOOL PURPOSE, WITH THE PROPERTIES TO BE UTILIZED FOR A PUBLIC PURPOSE, NAMELY, FOR GROUNDS FOR PUBLIC SCHOOL CAMPUS AND FACILITIES OR OTHERWISE PUBLIC SCHOOL PURPOSES

WHEREAS, the Galveston Independent School District ("District") Board of Trustees ("Board") believes that a public necessity exists to acquire by voluntary purchase or eminent domain procedures fee simple title to the following described real property, together with all and singular, the rights and appurtenances pertaining thereto, for a public purpose, namely, for public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon property, or otherwise use said real property for District public school purposes, and utilizing an appraisal thereof, the Board instructs the Superintendent of the District, or his designee, to negotiate with the owners of such property to acquire same by voluntary purchase at a price equal to appraised value to be paid them therefore, said property being the land legally described as follows:

> One tract of land out of the ____________________, such tract totaling approximately 0.12 acres, as more particularly described in Warranty Deed filed of record in the official public records of Galveston County, Texas under File No. 2019047609 and as further described in the attached Exhibit A, and incorporated herein for all purposes as if the same was laid out herein (the "Property").

WHEREAS, the Board has determined that the Property's fee simple title together with all and singular, the rights and appurtenances pertaining thereto should be acquired through the eminent domain procedures if title to the Property cannot be acquired by voluntary purchase through attempts to finalize negotiations with the owner(s).

NOW THEREFORE, BE IT RESOLVED, by the Board that:

1. There is a public necessity for, and the public welfare will be served by, the acquisition of fee simple title, together with all and singular, the rights and appurtenances pertaining to the Property, and that it is the intention of the District to acquire the Property for the public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon the Property, or otherwise use the Property for District public purposes;

2. The Superintendent of the District, or his designee, is authorized to carry out the procedures of Chapter 21 of the Texas Property Code as follows with respect to the Property:

a. Obtain an appraisal of the Property, including damages to the remainder if any, prepared by a certified appraiser;

b. Provide an initial offer as required by law, by certified mail, return receipt requested, to the Property owner(s) and any other parties with lawful interest in the Property (the "Owner"), including, but not limited to, providing with the initial offer any and all appraisal reports produced or acquired by the District relating specifically to the owner's property and prepared in the 10 years preceding the date of the offer and the form of the instrument of conveyance;

c. Provide the Property Owner the landowner's bill of rights as required by law;

d. The District shall make a final offer in writing to the Property Owner at least thirty (30) days following the initial offer as described in this Resolution, consistent with the applicable legal requirements;

e. The District shall give the Property Owner fourteen (14) days to respond to the final offer;

3. If the final offer is accepted by the Property Owner the Superintendent of the District, or his designee, is authorized to proceed with the voluntary purchase of the Property at a purchase price equal to the appraised value and upon contractual terms calculated to protect the District; and the Board further determines that it may be necessary for said purchase to include an additional amount for the payment of customary fees, title and closing costs ("Title and Closing Costs"), which expenditure the Board hereby authorizes.

4. If such negotiations for the purchase of the Property are unsuccessful, and the Property Owner does not agree, after fourteen (14) days, to the final offer, then there will exist the necessity for exercising the right of eminent domain to acquire by condemnation fee simple title, together with all and singular, the rights and appurtenances pertaining to the Property for public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon the Property, or otherwise use the Property for District public purposes and the Superintendent of the District, or his designee, through the District's appointed attorneys and agents is authorized to institute proceedings in eminent domain against such Owner, and other necessary parties, in order to acquire the unencumbered fee simple interest to the Property together with all and singular, the rights and appurtenances pertaining to the Property and to pay all court costs and Special Commissioner's Fees (the "Court Costs") as necessary in connection therewith;

5. That the Superintendent of the District, or his designee, be and is hereby authorized to execute on behalf of the District, all documents necessary to acquire the Property described herein, whether under negotiated voluntary purchase or through eminent domain proceedings.

6. The acquisition of the Property, whether under negotiated voluntary purchase or through eminent domain proceedings purchase, may also include an additional amount for the payment of relocation assistance payments calculated in accordance with Texas Property Code § 21.046 (the "Relocation Costs"), and the Board hereby authorizes the payment of such Relocation Costs.

7. That the total amount of the appraised value of the Property, any Title and Closing Costs, Court Costs as necessary, and Relocation Costs, be appropriated and set aside from the available funds of the School District, for acquiring the Property.

8. That this resolution shall take effect immediately from and after its passage.

Passed and approved this ___ day of ____________________, 2022.

Galveston Independent School District

By: ________________________________
President
Board of Trustees

Attest:

By: ________________________________
Secretary

Exhibit A

Property Description:

The West 7 feet of Lot Eleven (11) and the East 35 feet 10 inches of Lot Twelve (12), in the Southwest Block of Outlot 33, in the City and County of Galveston, Texas.

RESOLUTION – PROPOSED PUBLIC SCHOOL PURPOSE – 4209 AVENUE N ½, GALVESTON, GALVESTON COUNTY, TEXAS 77550

AUTHORITY TO AUTHORIZE NEGOTIATIONS FOR PURCHASE AND APPROVAL OF RESOLUTIONS FOR THE INITIATION OF EMINENT DOMAIN PROCEDURES, IF NECESSARY, FOR THE ACQUISITION OF PROPERTY FOR PROPOSED PUBLIC SCHOOL PURPOSE, WITH THE PROPERTIES TO BE UTILIZED FOR A PUBLIC PURPOSE, NAMELY, FOR GROUNDS FOR PUBLIC SCHOOL CAMPUS AND FACILITIES OR OTHERWISE PUBLIC SCHOOL PURPOSES

WHEREAS, the Galveston Independent School District ("District") Board of Trustees ("Board") believes that a public necessity exists to acquire by voluntary purchase or eminent domain procedures fee simple title to the following described real property, together with all and singular, the rights and appurtenances pertaining thereto, for a public purpose, namely, for public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon property, or otherwise use said real property for District public school purposes, and utilizing an appraisal thereof, the Board instructs the Superintendent of the District, or his designee, to negotiate with the owners of such property to acquire same by voluntary purchase at a price equal to appraised value to be paid them therefore, said property being the land legally described as follows:

> One tract of land out of the __________________, such tract totaling approximately 0.08 acres, as more particularly described in Affidavit of Facts Concerning the Identity of Heirs filed of record in the official public records of Galveston County, Texas under File No. 2022017741 and as further described in the attached Exhibit A, and incorporated herein for all purposes as if the same was laid out herein (the "Property").

WHEREAS, the Board has determined that the Property's fee simple title together with all and singular, the rights and appurtenances pertaining thereto should be acquired through the eminent domain procedures if title to the Property cannot be acquired by voluntary purchase through attempts to finalize negotiations with the owner(s).

NOW THEREFORE, BE IT RESOLVED, by the Board that:

1. There is a public necessity for, and the public welfare will be served by, the acquisition of fee simple title, together with all and singular, the rights and appurtenances pertaining to the Property, and that it is the intention of the District to acquire the Property for the public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon the Property, or otherwise use the Property for District public purposes;

2. The Superintendent of the District, or his designee, is authorized to carry out the procedures of Chapter 21 of the Texas Property Code as follows with respect to the Property:

   a. Obtain an appraisal of the Property, including damages to the remainder if any, prepared by a certified appraiser;

   b. Provide an initial offer as required by law, by certified mail, return receipt requested, to the Property owner(s) and any other parties with lawful interest in the Property (the "Owner"), including, but not limited to, providing with the initial offer any and all appraisal reports produced or acquired by the District relating specifically to the owner's property and prepared in the 10 years preceding the date of the offer and the form of the instrument of conveyance;

   c. Provide the Property Owner the landowner's bill of rights as required by law;

   d. The District shall make a final offer in writing to the Property Owner at least thirty (30) days following the initial offer as described in this Resolution, consistent with the applicable legal requirements;

   e. The District shall give the Property Owner fourteen (14) days to respond to the final offer;

3. If the final offer is accepted by the Property Owner the Superintendent of the District, or his designee, is authorized to proceed with the voluntary purchase of the Property at a purchase price equal to the appraised value and upon contractual terms calculated to protect the District; and the Board further determines that it may be necessary for said purchase to include an additional amount for the payment of customary fees, title and closing costs ("Title and Closing Costs"), which expenditure the Board hereby authorizes.

4. If such negotiations for the purchase of the Property are unsuccessful, and the Property Owner does not agree, after fourteen (14) days, to the final offer, then there will exist the necessity for exercising the right of eminent domain to acquire by condemnation fee simple title, together with all and singular, the rights and appurtenances pertaining to the Property for public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon the Property, or otherwise use the Property for District public purposes and the Superintendent of the District, or his designee, through the District's appointed attorneys and agents is authorized to institute proceedings in eminent domain against such Owner, and other necessary parties, in order to acquire the unencumbered fee simple interest to the Property together with all and singular, the rights and appurtenances pertaining to the Property and to pay all court costs and Special Commissioner's Fees (the "Court Costs") as necessary in connection therewith;

5. That the Superintendent of the District, or his designee, be and is hereby authorized to execute on behalf of the District, all documents necessary to acquire the Property described herein, whether under negotiated voluntary purchase or through eminent domain proceedings.

6. The acquisition of the Property, whether under negotiated voluntary purchase or through eminent domain proceedings purchase, may also include an additional amount for the payment of relocation assistance payments calculated in accordance with Texas Property Code § 21.046 (the "Relocation Costs"), and the Board hereby authorizes the payment of such Relocation Costs.

7. That the total amount of the appraised value of the Property, any Title and Closing Costs, Court Costs as necessary, and Relocation Costs, be appropriated and set aside from the available funds of the School District, for acquiring the Property.

8. That this resolution shall take effect immediately from and after its passage.

Passed and approved this ___ day of ____________________, 2022.

Galveston Independent School District

By: ______________________________

President
Board of Trustees

Attest:

By: ______________________________

Secretary

Exhibit A

Property Description:

The East 30 feet of Lot (5), in the Southwest Block of Outlot 33, in the City and County of Galveston, Texas.

RESOLUTION – PROPOSED PUBLIC SCHOOL PURPOSE – 4228 AVENUE O, GALVESTON, GALVESTON COUNTY, TEXAS 77550

AUTHORITY TO AUTHORIZE NEGOTIATIONS FOR PURCHASE AND APPROVAL OF RESOLUTIONS FOR THE INITIATION OF EMINENT DOMAIN PROCEDURES, IF NECESSARY, FOR THE ACQUISITION OF PROPERTY FOR PROPOSED PUBLIC SCHOOL PURPOSE, WITH THE PROPERTIES TO BE UTILIZED FOR A PUBLIC PURPOSE, NAMELY, FOR GROUNDS FOR PUBLIC SCHOOL CAMPUS AND FACILITIES OR OTHERWISE PUBLIC SCHOOL PURPOSES

WHEREAS, the Galveston Independent School District ("District") Board of Trustees ("Board") believes that a public necessity exists to acquire by voluntary purchase or eminent domain procedures fee simple title to the following described real property, together with all and singular, the rights and appurtenances pertaining thereto, for a public purpose, namely, for public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon property, or otherwise use said real property for District public school purposes, and utilizing an appraisal thereof, the Board instructs the Superintendent of the District, or his designee, to negotiate with the owners of such property to acquire same by voluntary purchase at a price equal to appraised value to be paid them therefore, said property being the land legally described as follows:

> One tract of land out of the ___________________, such tract totaling approximately 0.10 acres, as more particularly described in Special Warranty Deed filed of record in the official public records of Galveston County, Texas under File No. 2021024929 and as further described in the attached Exhibit A, and incorporated herein for all purposes as if the same was laid out herein (the "Property").

WHEREAS, the Board has determined that the Property's fee simple title together with all and singular, the rights and appurtenances pertaining thereto should be acquired through the eminent domain procedures if title to the Property cannot be acquired by voluntary purchase through attempts to finalize negotiations with the owner(s).

NOW THEREFORE, BE IT RESOLVED, by the Board that:

1. There is a public necessity for, and the public welfare will be served by, the acquisition of fee simple title, together with all and singular, the rights and appurtenances pertaining to the Property, and that it is the intention of the District to acquire the Property for the public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon the Property, or otherwise use the Property for District public purposes;

2. The Superintendent of the District, or his designee, is authorized to carry out the procedures of Chapter 21 of the Texas Property Code as follows with respect to the Property:

a. Obtain an appraisal of the Property, including damages to the remainder if any, prepared by a certified appraiser;

b. Provide an initial offer as required by law, by certified mail, return receipt requested, to the Property owner(s) and any other parties with lawful interest in the Property (the "Owner"), including, but not limited to, providing with the initial offer any and all appraisal reports produced or acquired by the District relating specifically to the owner's property and prepared in the 10 years preceding the date of the offer and the form of the instrument of conveyance;

c. Provide the Property Owner the landowner's bill of rights as required by law;

d. The District shall make a final offer in writing to the Property Owner at least thirty (30) days following the initial offer as described in this Resolution, consistent with the applicable legal requirements;

e. The District shall give the Property Owner fourteen (14) days to respond to the final offer;

3. If the final offer is accepted by the Property Owner the Superintendent of the District, or his designee, is authorized to proceed with the voluntary purchase of the Property at a purchase price equal to the appraised value and upon contractual terms calculated to protect the District; and the Board further determines that it may be necessary for said purchase to include an additional amount for the payment of customary fees, title and closing costs ("Title and Closing Costs"), which expenditure the Board hereby authorizes.

4. If such negotiations for the purchase of the Property are unsuccessful, and the Property Owner does not agree, after fourteen (14) days, to the final offer, then there will exist the necessity for exercising the right of eminent domain to acquire by condemnation fee simple title, together with all and singular, the rights and appurtenances pertaining to the Property for public school use and school purpose, to serve the public schools and needs of the children enrolled in and/or served by the District, by constructing a public school campus and/or public school facilities and grounds upon the Property, or otherwise use the Property for District public purposes and the Superintendent of the District, or his designee, through the District's appointed attorneys and agents is authorized to institute proceedings in eminent domain against such Owner, and other necessary parties, in order to acquire the unencumbered fee simple interest to the Property together with all and singular, the rights and appurtenances pertaining to the Property and to pay all court costs and Special Commissioner's Fees (the "Court Costs") as necessary in connection therewith;

5. That the Superintendent of the District, or his designee, be and is hereby authorized to execute on behalf of the District, all documents necessary to acquire the Property described herein, whether under negotiated voluntary purchase or through eminent domain proceedings.

6. The acquisition of the Property, whether under negotiated voluntary purchase or through eminent domain proceedings purchase, may also include an additional amount for the payment of relocation assistance payments calculated in accordance with Texas Property Code § 21.046 (the "Relocation Costs"), and the Board hereby authorizes the payment of such Relocation Costs.

7. That the total amount of the appraised value of the Property, any Title and Closing Costs, Court Costs as necessary, and Relocation Costs, be appropriated and set aside from the available funds of the School District, for acquiring the Property.

8. That this resolution shall take effect immediately from and after its passage.

Passed and approved this ___ day of _____________________, 2022.

Galveston Independent School District

By: ________________________________

President
Board of Trustees

Attest:

By: ________________________________

Secretary

Exhibit A

Property Description:

A TRACT OF LAND BEING THE SOUTH EIGHTY-FIVE (85) FEET OF LOT FOURTEEN (14) AND THE SOUTH EIGHTY-FIVE (85) FEET OF THE WEST SEVEN (7) FEET OF LOT THIRTEEN (13), IN THE SOUTHWEST BLOCK (SW/4) OF OUTLOT 33, IN THE CITY AND COUNTY OF GALVESTON, TEXAS, BEING A PORTION OF THE TRACT OF LAND CONVEYED TO SIDNEY R. KAY AND WIFE, SHIRLEY KAY, RECORDED IN VOLUME 699, PAGE 635, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACT OF LAND CONTAINING 0.098 ACRE (4,250 SQUARE FEET) OF LAND AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH DIAMETER STEEL REINFORCEMENT BAR (1" IR) FOUND FOR THE SOUTHWEST CORNER OF THE SW/4 OF OUTLOT 33,

THENCE N 18 DEG 50' W ALONG THE COMMON LINE OF SW/4 OF OUTLOT 33 AND THE EAST LINE OF 43RD STREET (80 FOOT WIDTH), 85.00 FEET TO A FOUND 1" STEEL PIPE (1" IP),

THENCE N 71 DEG 10' E, AT 43.00 FEET PASS THE COMMON LINE OF LOTS 13 AND 14, IN ALL 50.00 FEET TO A FOUND 1" IP;

THENCE S 18 DEG 50' E, 85.00 FEET TO A POINT IN CONCRETE AT THE BASE OF A CHAIN LINK FENCE POST, BEING IN THE NORTH LINE OF AVENUE O (80 FOOT WIDTH),

THENCE S 71 DEG 10' W ALONG AVENUE O, AT 7.00 FEET PASS THE COMMON LINE OF LOTS 13 AND 14, IN ALL 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.098 ACRE (4,250 SQUARE FEET) OF LAND.

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: **Discuss and consider approval of purchase and sale agreement to purchase real property needed for the New Ball High School**

The District has an agreed form of a Purchase and Sale Agreement to purchase two parcels of property from Great Scott Enterprises, LLC, in the amount of $1,870,000. The parcels are located at 4215 Avenue N ½ and 1610 43rd Street in Galveston, Texas. Acquisition of these parcels is necessary for the construction of the new Ball High School, which was approved by voters in May 2022. Land purchase to be funded with general funds but could be reimbursed with bond funds at a later date, if/when available.

RECOMMENDATION: I move that the Board approve the Purchase and Sale Agreement to purchase the properties located at 4215 Avenue N ½ and 1610 43rd Street in Galveston, Texas from Great Scott Enterprises, LLC as presented.

	Connie Morgenroth
Dr. Jerry Gibson Superintendent	Connie Morgenroth Assistant Superintendent of Business & Operations

PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract ("Contract") is made and entered into by and between **GREAT SCOTT ENTERPRISES, LLC**, a Texas limited liability company (referred to herein as "Seller"), and **GALVESTON INDEPENDENT SCHOOL DISTRICT** a public independent school district and political subdivision of the State of Texas, ("Buyer") as of the Effective Date, hereinafter defined. Seller and Buyer shall be referred to herein individually as "Party" and collectively as "Parties."

I.
DEFINED TERMS AND EXHIBITS

1.1 This Contract uses the following terms as defined below:

a. "Business Day" or "Business Days" mean any day that is (a) not a Saturday or Sunday; (b) not a public holiday as defined by Chapter 662 of the Texas Local Government Code; and (c) both Buyer and Seller are open for business.

b. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.

c. "Closing Date" means the day of the Closing as defined in Section 10.1.

d. "Earnest Money" means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.3 hereof, plus accrued interest thereon, if any.

e. "Effective Date" means the date that the Title Company receipts the fully executed copy of this Contract.

f. "Environmental Law(s)" means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to the foregoing acts, all as amended from time to time.

g. "Execution Date" means the date on which the last Party executes the Contract and the Contract is thus fully executed by both Buyer and Seller.

h. "Hazardous Materials" means all pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (i) petroleum or petroleum products, factions, derivatives or additives, natural or synthetic gas, urea formaldehyde, foam insulation, polychlorinated biphenyls, and radon gas; (ii) radioactive materials, substances, and waste and radiation; (iii) any flammable substances or explosives; (iv) all asbestos (friable or non-friable) and lead-based paint; (v) any substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "toxic pollutants," "contaminants," "pollutants," "solid waste," "hazardous wastes," "extremely hazardous substances," "restricted hazardous wastes," or words of similar import under any Environmental Law; and (vi) any other substance to which exposure is prohibited, limited, or regulated under any Environmental Law.

i. "Inspection Period" means the time period during which the Buyer will conduct its inspection, investigations, and other due diligence concerning the Property and during which the Buyer may terminate this Contract without penalty, as further defined and described in Section 8.1(h) and as otherwise set forth in this Contract.

j. "Permitted Exceptions" means those exceptions or conditions as are approved or deemed to be approved by Buyer under Sections 4.4 and 4.5 and 4.6.

k. "Property" means a 10 unit apartment building located at 4215 Avenue N ½, Galveston, Galveston County, Texas 77550 and a single family residence located at 1610 43rd Street, Galveston, Texas 77550 all as more specifically described on Exhibit A attached hereto, with the legal description determined by the Survey, ("Land"); (ii) all improvements or fixtures on or under the Land, including, without limitation, all buildings and structures presently located on the Land (including but not limited to an approximately 10,799 sq. ft. 2 story apartment building and a 3,600 sq. ft. single family residence (the "Buildings"), all apparatus, equipment, fixtures, machinery and appliances presently located on the Land owned by Seller and used in connection with the operation or occupancy thereof, such as heating and air conditioning systems and facilities used to provide any utility services, parking services, refrigeration, ventilation, garbage disposal, recreation or other services thereto, and all landscaping and leasehold improvements of tenants, if any, which become the property of the owner of the Land (all of which are collectively referred to as the "Improvements"); (iii) Seller's rights, title and interest, if any, in and to all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, without limitation, (A) any land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (B) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (C) all development rights, air rights, water, water rights and water stock relating to the Land and any other easements, rights-of-way or appurtenances owned by Seller and used in connection with the beneficial operation, use and enjoyment of the Land, the Leases, the Rents, the Improvements, the

Intangible Property or any other appurtenance; (D) the present or future use of utilities or utility facilities, and all impact fees that are creditable to, pertain to, or benefit such Land; (E) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land except as herein provided; (F) any reversionary interests benefiting such Land; (G) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, sidewalks, alleys, driveways, parking areas and areas adjacent open or proposed, in, on, across, in front of, abutting or adjoining such Land; (H) all the oil, gas, sulphur, and other minerals (whether similar or dissimilar) in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) and all royalty rights, executive rights, and other rights related to the minerals (collectively "Mineral Rights"); (I) all water and water rights in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) (collectively "Water Rights"); (J) any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto in any way benefitting such Land; (K) any easement across, adjacent to or benefiting the such Land, existing or abandoned; and (L) any other rights and benefits pertaining to the Land (clauses (iii)(A) through (L) being referred to as "Appurtenances"); and (iv) all leases, occupancy agreements and other similar agreements to which Seller is a party or by which it is bound, together with all modifications, extensions and renewals thereof, and any guarantees of any of the foregoing with respect to or demising any part of the Land, Appurtenances or Improvements (the "Leases"), all income, receipts, funds and revenues of any kind whatsoever payable after the Closing Date under the Leases or otherwise with respect to all or any portion of the Land, Appurtenances or Improvements (the "Rents") and all security deposits held in connection with the Leases (the "Tenant Deposits"); (v) all tangible personal property owned by Seller located on, or situated in and used in connection with, the Land and/or the Improvements, including, without limitation all keys, books, records, plans and specifications and architectural and engineering drawings ("Personal Property"); and (vi) all of the interest of Seller in (i) any intangible personal property which relates to and is reasonably required for the operation and functioning of the Land, Improvements or Personal Property generally, and (ii) any and all warranties, guarantees, permits, contracts and other rights owned by Seller relating to the ownership, operation or functioning of all or any part of the Property, as defined below (including without limitation all third party guarantees and warranties, express or implied, in connection with the construction of the Improvements, provided such can be transferred at no cost to Seller) (all of the foregoing are collectively referred to as the "Intangible Property") (the Land, the Improvements, the Appurtenances. Leases, Rents, Tenant Deposits, Personal Property and the Intangible Property collectively shall be referred to as "Property").

l. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.

m. "Survey" has the meaning set forth in Section 4.3.

n. "Surveyor" means a Texas certified surveyor of Buyer's choice that is acceptable to Buyer.

o. "Title Commitment" means each or both of the commitment for Title Insurance issued by Title Company covering the Property.

p. "Title Company" means Stewart Title Company | 222 Kempner | Galveston, Texas 77550; by and through its escrow agent Dana Phillips, Assistant Branch Manager/Escrow Officer, telephone 409-763-4641 and email dana.phillips@stewart.com.

q. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company and underwritten by a guaranty company of Buyer's choice under Section 4.2. (herein, "Underwriter").

1.2 The following Exhibits are attached hereto and incorporated herein for all purposes:

a. Exhibit A Legal Description.

b. Exhibit B Form of Deed.

c. Exhibit C Form of Bill of Sale

d. Exhibit D Form of Assignment

e. Exhibit E Rent Roll

f. Exhibit F List of Service Contracts

g. Exhibit G Lease Expenses

h. Schedule 6.1(d) List of Prepaid Rent, Landlord Tenant Improvement Obligations. Tenant Assignments or Sublets, Tenant Rights to Additional Space, and Brokerage Obligations

II.
AGREEMENT OF PURCHASE AND SALE

2.1 The Property. Upon the terms and conditions of this Contract, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing by Seller to Buyer in fee simple with good and indefeasible title, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements, and other matters affecting title, except for Permitted Exceptions.

III.
PURCHASE PRICE

3.1 The Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property shall be One Million Eight Hundred Seventy Thousand and No/100 Dollars ($1,870,000.00).

3.2 Payment of Purchase Price. The Purchase Price, plus or minus any adjustments as set forth herein, shall be payable to Seller on the Closing Date through the Title Company in cash, by wire transfer of funds, or by means of other good funds.

3.3 Earnest Money. Within five (5) days after the Execution Date, Buyer will deposit the sum of Five Thousand and No/100 Dollars ($5,000.00) with the Title Company (the "Earnest Money") to be held by the Title Company in escrow. The Title Company will hold the Earnest Money in escrow and in an interest-bearing account. If the purchase and sale hereunder is consummated in accordance with the terms and provisions of this Contract, the entire Earnest Money, shall be applied by the Title Company as partial payment of the Purchase Price due at Closing. During the Inspection Period the Earnest Money shall be fully refundable to the Buyer. Upon the expiration of the Inspection Period, the Earnest Money shall become non-refundable to Buyer, except as otherwise provided in connection with a default by Seller hereunder or as otherwise set forth herein. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

3.4 Contract Consideration. As independent consideration for this Contract, Buyer shall deposit with the Title Company the amount of One Hundred and No/100 Dollars ($100.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Contract and Buyer's right to terminate during the Inspection Period. The Independent Consideration is in addition to and independent of all other consideration provided in this Contract, and is nonrefundable in all events, except that if the Closing of this transaction occurs, the Independent Consideration shall be applied toward the Purchase Price.

IV.
TITLE AND SURVEY

4.1 Title Commitment. Within ten (10) days following the Effective Date of the Contract, the Seller shall cause the Title Company to issue the Title Commitment, together with correct and legible copies of all instruments pertaining to the Property, including the vesting deed or instrument by which the Seller acquired the Property and all documents referred to in the Title Commitment as conditions or exceptions to title to the Property, including without limitation, liens, easements, restrictive covenants, and recorded plats; provided that the Title Company's failure to timely deliver the Title Commitment shall not constitute a default by Seller hereunder. Notwithstanding the foregoing, in the event that the Title Company fails to deliver the Title Commitment within the time frame set forth herein, the number of days in the Inspection Period shall be extended by the number of days of delay in issuing the Title Commitment. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, leases, recorded plats, and all other encumbrances affecting the Property that would appear in the Title Policy, if issued of such date. The Title Commitment shall contain the express commitment of the Title Company to issue the Title Policy to Buyer in the amount of the Purchase Price as set forth in Section 3.1, insuring such title to the Property as is specified in the Title Commitment with the standard printed exceptions endorsed or deleted in accordance with Section 4.2 hereof.

4.2 Title Policy. At the Closing or shortly thereafter, at Seller's expense (for the basic title premium), the Title Company will issue the Title Policy, underwritten by the Underwriter, in the amount of the Purchase Price as set forth in Section 3.1 and shall insure good and indefeasible fee simple title to the Property in Buyer. The Title Policy may be subject to exceptions acceptable to Buyer, referred to as the Permitted Exceptions, but shall contain no additional exceptions.

4.3 Survey. Not later than sixty (60) days after the Effective Date, the Buyer, at Buyer's expense, shall cause the Surveyor to prepare and deliver to the Buyer, Seller, and the Title Company a current survey that meets the requirements of this Section 4.3 ("Survey"). The exact size, number of acres, location and legal description of the Property provided by the final approved Survey, including, the metes and bounds description from the Surveyor's signed and sealed field notes, shall be incorporated herein by reference as the legal description of the Property for all purposes, including replacement of the legal description contained in Section 1.1(k) of this Contract and the delivery of the Deed (as hereinafter defined) from the Seller to the Buyer conveying title to the Property. In general, the Survey shall (i) be made and staked on the ground; (ii) show the location of all Improvements (subsurface improvements only if there is evidence of such on or above surface or in recorded instruments), highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (iii) show all visible discrepancies, conflicts, or encroachments; (iv) show the zone designation of any area shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; (v) be a true, correct, and accurate representation of the Property; (vi) set forth the number of total acres, and gross square feet, comprising the Property; (vi) include references to the recording information applicable to the documents creating all easements, rights-of-way, or other encumbrances, including the county in which such information is recorded; (vii) reference the Title Company and Title Commitment date and file number; (viii) indicate whether the exceptions contained in Schedule B of the Title Commitment do or do not apply; (ix) contain a certification specifically to Buyer, Seller and Title Company in a form reasonably satisfactory to Buyer; and (x) in general, comply with the Texas Society of Professional Surveyors requirements for a Category 1A Condition II survey. The Surveyor shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes. Buyer shall have the right to object to the Survey, including, but not limited to, the boundaries and configuration of the Property shown thereon, pursuant to the provisions of Section 4.4.

4.4 Review of the Survey and Title Commitment by Buyer. Buyer shall have until the date that is the latter of (a) twenty (20) days after Buyer's receipt of the Title Commitment, all title documents, and Survey; or (b) sixty (60) days after the Effective Date ("Title Objection Period") to review the Survey, the Title Commitment, and the title and exception documents and to deliver in writing such objections as Buyer may have, in its sole discretion, to anything contained or set forth in the Survey or in the Title Commitment (collectively, the "Title Objections"). Except for any items listed on Schedule C of the Title Commitment, which automatically are deemed to be objections by Buyer, any such items to which Buyer does not object within the Title Objection Period, or any extension thereof, shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing provisions of this Section 4.4, Buyer may, but need not, list as Title Objections, nor shall any such matters be considered Permitted Exceptions, any mortgage, deed of trust, or other lien affecting the Property that secures monetary obligations and was voluntarily created by Seller ("Monetary Liens"), any of Seller's obligations on Schedule C of the Title Commitment all of which shall be considered Title Objections and which Seller shall be obligated to remove or satisfy prior to Closing.

4.5 Seller's Opportunity to Cure Buyer's Objections to Title or Existing Survey and/or Survey. If Buyer delivers written notice of its Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have a period of ten (10) Business Days ("Cure Period") in which Seller, at Seller's option, may undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. If Seller is unable or unwilling to so correct the Survey or cure said Title Objections, Seller shall deliver Buyer written notice thereof ("Title Notice") and Buyer may either (a) provide written notice that it waives its Title Objections and the Survey as delivered and accepts title to the Property, except that such waiver does not include and Buyer shall not be deemed to accept title with the Monetary Liens, any other exceptions or exclusions listed in Schedule C of the Title Commitment, or leases and services contracts that Buyer does not agree in writing to assume (subject to Section 7.1(i) below); or (b) terminate this Contract. Buyer shall have until the conclusion of the five (5) days after the receipt of Seller's Title Notice in which to make such election. Failure of Buyer to make an election within such period shall be deemed an election of waiver by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Contract shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections (except for the Monetary Liens, any other exceptions or exclusions listed in Schedule C of the Title Commitment, or leases and services contracts that Buyer does not agree in writing to assume (subject to Section 7.1(i) below), all of which shall not be waived or deemed to be waived) which shall then be deemed additional Permitted Exceptions. In the event this Contract is terminated by Buyer pursuant to Section 4.4 or this Section 4.5, the Title Company shall immediately deliver to Buyer the Earnest Money and all interest accrued thereon, less the Independent Consideration, which shall be paid to Seller, and neither Party hereto shall have any further obligation or liability under this Contract to the other Party.

4.6 New Title Matters. Prior to Closing, Buyer shall have the right to request that Seller obtain an updated Title Commitment. In the event that the updated Title Commitment reflects any additional exceptions to title to the Property, Buyer shall have a period of five (5) Business Days following delivery of such updated Title Commitment to notify Seller in writing of any additional Title Objections with respect to such additional exceptions. If Buyer delivers written notice of its additional Title Objections to Seller in accordance with Section 4.6 hereof, then Seller shall have a period of five (5) Business Days in which Seller, at Seller's option, may undertake to eliminate or satisfy the additional Title Objections to the satisfaction of Buyer. If Seller is unable or unwilling to so correct such additional Title Objections, Seller shall deliver Buyer written notice thereof and Buyer shall have the right, as its sole remedy, to (i) terminate this Contract whereupon the Earnest Money and all interest thereon shall be promptly returned to Buyer and neither Party shall have any obligation hereunder except for those obligations which expressly survive termination hereof; or (ii) waive any objection to such additional exception (except for any new Monetary Liens or any matter on Schedule C of the Title Commitment) whereupon such additional exception shall constitute a Permitted Exception hereunder. Buyer's failure to make such election within five (5) Business Days following Buyer receipt of such written notice shall be deemed an election under clause (ii) of the preceding sentence to waive such objection.

V.
REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and as of the Closing Date,

a. Buyer has and shall have the full right, power and authority to purchase the Property from Seller as provided in this Contract and the authority to carry out its obligations hereunder; and

b. All required action by the Buyer's governing board necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder before Closing will have been taken.

5.2 Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice that might give rise to a breach by Buyer of any of its representations or warranties set forth in this Article V.

VI.
REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents, warrants, covenants and agrees with Buyer that as of the Execution Date and as of the Closing Date, all of the following are true and accurate:

a. Seller has and shall have the full right, power and authority to convey its portion of the Property to Buyer as provided in this Contract and to carry out its obligations hereunder and that all required action by Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

b. Seller is not aware of and has received no notice of any current, pending, or threatened litigation affecting Seller or the Property that would in any way constitute a claim or obligation of any kind against the Property.

c. Seller will have at the time of Closing good and indefeasible title in fee simple to the Property, free and clear of all encroachments, encumbrances, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title, except for the Permitted Exceptions.

d. The Property is not subject to any leases other than the Leases described in the rent roll attached hereto as Exhibit E and made a part hereof, which rent roll is true, complete and accurate in all respects as of the Closing Date. There are no understandings, oral or written, between the parties to the Lease which in any manner vary the obligations or rights of either party as set forth in the Lease. Seller is the owner and lessor of landlord's interest in the Leases. No Person has any possessory interest in the Property or right to occupy the same except under and pursuant to the provisions of the Leases. The current Leases are in full force and effect and there are no defaults thereunder by either party and there are no conditions that, with the passage of time or the giving of notice, or both, would constitute defaults thereunder. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, no Rent has been paid more than one (1) month in advance of its due date. All security deposits are held by Seller in accordance with applicable law. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, all work to be performed by Seller under each Lease has been performed as required and has been accepted by the applicable Tenant, and any payments, free rent, partial rent, rebate of rent or other payments, credits, allowances or abatements required to be given by Seller to any Tenant has already been received by such Tenant. There has been no prior sale, transfer or assignment, hypothecation or pledge of any Lease or of the Rents received therein which will remain outstanding after Closing. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, no Tenant listed on the Rent Roll has assigned its Lease or sublet all or any portion of the premises demised thereby, no such Tenant holds its leased premises under assignment or sublease, nor does anyone except such Tenant and its employees occupy such leased premises. No Tenant under any Lease has a right or option pursuant to such Lease or otherwise to purchase all or any part of the leased premises or the Building of which the leased premises are a part. Except as listed and described on attached Schedule 6.1(d) and made a part hereof no Tenant under any Lease has any right or option for additional space in the Improvements. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, there exists no exclusive or continuing leasing or brokerage agreements affecting any portion of the Property to which Seller is a party, directly or indirectly, whether by assignment or otherwise.

e. Except as listed on attached Exhibit F and made a part hereof, there are no service or other contracts or any material agreements, instruments, understandings, relating to or affecting the Property that will survive Closing and/or that would be binding upon Buyer.

f. The financial statements delivered by Seller to Buyer accurately reflect the rents and other gross receipts, and the amounts paid by Seller for electricity, water, sewer, other utility services, insurance, fuel, maintenance and repairs (whether capitalized or expensed), real estate taxes, payroll and payroll taxes and other operating and other expenses associated with the Property for the periods covered thereby.

g. There are no verbal and there are no written promises, understandings, or commitments between Seller and any person or entity that would be binding upon Buyer after Closing.

h. No person, firm, or entity has any rights to ownership in the Property, including any future interest, and no person, firm, or entity has any rights to acquire the Property other than Buyer under this Contract.

i. There are no unrecorded instruments or agreements that will bind the Property or impose any obligation or liability on the Buyer as owner of the Property following Closing.

j. Seller has not received any written or verbal notice and has no knowledge of any claims for unpaid bills for work performed on or materials delivered to the Property that though not then the subject of, might provide the basis of a mechanic's and materialmen's or other lien on the Property.

k. Seller has not, and to Seller's knowledge, no other person has generated, stored, dumped, located, or released any Hazardous Material in violation of any Environmental Law.

l. To Seller's knowledge, there are no Hazardous Materials present at the Property in violation of applicable Environmental Law.

m. Seller has not received any written notice regarding the Property being in violation or non-compliance with any recorded restriction or covenant affecting the Property.

n. Seller has received no written notice of any violation or alleged violation of any applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property.

o. The performance of this Contract will not result in any breach of, or constitute any default under, or result in any imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which each seller entity is a party, or by which each seller entity, or the Property might be bound.

p. There is not pending, or to the best of Seller's knowledge, threatened, any condemnation proceeding or other litigation relating to or otherwise affecting Seller and/or any of the Property.

6.2 Seller acknowledges that the purchase of the Property and the Buyer's obligations under this Agreement require approval of the Buyer's Board of Trustees.

6.3 <u>Modification of Warranties</u>. At or prior to Closing, Seller may update and modify any warranties contained herein to comport with events or discoveries occurring between the Effective Date and the Closing, which are outside the reasonable control of the Seller. In the event

Buyer is unable or unwilling to accept the updated and modified warranties, either Party may terminate this Contract; the Earnest Money shall be returned to the Buyer; and neither Party shall have any further liability hereunder.

VII.
EXPRESS COVENANTS

7.1 Seller's Covenants. Between the date hereof and the Closing, Seller expressly covenants and agrees that:

a. Deliverables. Seller shall post to a OneDrive file or if not contained in said OneDrive file, shall within five (5) business days of the Effective Date make available for Buyer's review the following documents related to the Property, but only to the extent they exist within Seller's possession or control: (i) the Leases; (ii) a Current Rent Roll-Occupancy Summary(including any prepaid rents and tenant deposits); (iii) a list of current vacancies; (iv) Service Contracts; (v) Most Recent Property Tax Statements; (vi) Certificates of Occupancy; (vii) a list of Historical Capital Improvements made to the Buildings; (viii) Environmental Reports; (ix) Appraisal reports; (x) a List of Personal Property; (xi) Survey and Recorded Plat; Building Plans; (xii) Utilities (contracts, 2022 YTD and most recent invoices); (xiii) Warranties; and (xiv) Permits/Licenses ("Deliverables").

b. No Waste. Seller shall not commit waste of the Property;

c. Notice of Litigation. Seller shall give to Buyer immediate written notice of the institution of or receipt of notice of any litigation or threatened litigation affecting Seller or the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property;

d. Notice of Hazardous Materials. Seller shall give to Buyer immediate written notice of the discovery of any Hazardous Materials on, in, or under the Property or the receipt of oral or written notice, including, but not limited to, notice from a governmental authority, regarding the existence of any Hazardous Materials on, in or under the Property or the existence of any Hazardous Materials on, in, or under any other real property which originated from, or was claimed to have originated from, the Property;

e. Other Notice. Seller shall give Buyer immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties set forth in Article VI above;

f. No New Encumbrances. Seller shall not, in between the date of this Contract and the Closing Date, further mortgage, encumber or suffer to be encumbered all or any portion of the Property, which encumbrances would survive the Closing Date, without the prior written consent of Buyer.

g. Maintenance. In addition to Seller's other obligations hereunder, Seller shall, upon and after the date of this Contract and to and including the Closing Date, at Seller's sole cost and expense, maintain the Property in the ordinary course of business consistent with past practice, pay all taxes, assessments, fines, penalties, charges and other operating expenses, and shall make all repairs, maintenance and replacements of the Improvements and any Personal Property and otherwise operate the Property in its ordinary and customary manner, and otherwise in the same manner as before the making of this Contract, the same as though Seller were retaining the Property. Seller shall not make any material alterations to the Property without first receiving Purchaser's prior written consent thereto (except in connection with tenant improvements pursuant to the Leases).

h. Agreements. After the date hereof, without Buyer's prior written consent (which will not be unreasonably withheld) in no event shall Seller enter into any agreement or contract with respect to the Property (other than a lease, which shall be governed by the relevant other provisions of this Agreement) which is not terminable on thirty (30) days' prior notice (without premium or penalty).

i. Leases. To the extent that any new leasing proposals are given serious consideration by Seller, Seller agrees to provide Buyer with information in its possession and with regular updates regarding such proposals, including without limitation a list of all Lease Expenses incurred in connection therewith. After the expiration of the Inspection Period, provided the Agreement has not been terminated, the Buyer shall have the right to review and approve any additional leasing. The parties agree that if the Buyer has approved any new lease(s) (or is deemed to have approved them if prior to the expiration of the Inspection Period) and said lease(s) is/are fully executed after the Effective Date and prior to Closing, that: (i) Buyer agrees to be bound as landlord subsequent to Closing; (ii) Buyer shall pay to Seller at Closing all Lease Expenses incurred in connection therewith; and (iii) Buyer shall assume responsibility to complete all landlord's obligations after Closing set forth in such Lease.

j. Other Covenants. From the Effective Date until Closing, Seller shall: (i) shall notify the Buyer of any Hazardous Materials placed or discovered on the Property in violation of applicable law after the earlier of the Effective Date ("New Hazardous Materials"); and (ii) promptly furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, order or requirements of any state, city, or municipal departments or other governmental authorities having jurisdiction over the Property.

7.2 In the event Seller fails to operate the Property in accordance with this Contract, such failure shall be deemed to be a default by Seller, and Buyer shall pursue the rights available under Section 11.1(b). In the event that any New Hazardous Materials are placed or discovered at the Property, then Buyer shall have the right to terminate this Contract by giving written notice of termination to Seller within five (5) Business Days of the earlier to occur of (a) the date Buyer obtains actual knowledge of the existence of New Hazardous Materials; (b) the date of Buyer's receipt of written notification from Seller of New Hazardous Materials; or (c) the date Buyer discovered any New Hazardous Materials at, on, or under the Property.

7.3 Between the Execution Date and the Closing Date, Seller expressly grants Buyer and any consultant hired by Buyer continuing access to and entry to and upon the Property to perform inspections, investigations, and other due diligence (collectively "<u>Investigations</u>") as Buyer may elect to perform. Buyer agrees to pay for the repair of any damage its employees, agents or authorized representatives might cause to the Property in the event Buyer terminates this Agreement for any reason. Buyer agrees that its agents or vendors entering upon the Property shall carry and maintain (i) commercial general liability insurance, in an amount not less than $1,000,000.00 combined limits for any injuries, deaths or property damages sustained as a result of any one accident or occurrence, (ii) worker's compensation insurance at statutory limits, and (iii) employer's liability insurance in an amount not less than $1,000,000.00 for each accident or occurrence.

VIII.
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

8.1 Buyer shall not be obligated to perform under this Contract unless all of the following shall have occurred or are true as of the Closing Date:

a. <u>Board Approval</u>. Before Closing, Buyer shall have received approval of the Contract, if required, and shall have received approval of the purchase and sale contemplated herein from the Galveston Independent School District Board of Trustees.

b. <u>Title</u>. Seller shall have good, indefeasible, and insurable fee simple title in and to the Property; shall have terminated any existing recorded or unrecorded leases, and has caused any parties in possession to have vacated the Property; and shall have terminated any service contracts or other similar obligations affecting the Property except those that Buyer agrees to assume in writing. Title to the Property shall be subject only to the Permitted Exceptions as provided in this Contract.

c. <u>Closing Documents</u>. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 10.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

d. <u>Seller's Warranties, Representations and Covenants</u>. Each of Seller's warranties and representations set forth in Article VI hereof are true and correct as of the Execution Date and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed all its covenants as set forth in Article VII.

e. <u>No Condemnation</u>. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, or is subject to any proceedings for condemnation. Notwithstanding the foregoing, in the event that the Seller receives notice that a part of the Property is to be condemned, the Buyer, at its sole option, may elect to proceed to Closing on the remainder of the Property for the Purchase Price and participate in the condemnation proceeding and receive the full condemnation award for the part taken.

f. No Default. Seller shall not be in default hereunder.

g. Other Adverse Conditions. On the Closing Date, there has been no material change in any condition of or affecting the Property that has occurred after the end of the Inspection Period; provided, however, that in the event of the occurrence of such material change in the condition of or affecting the Property, Seller shall have the right, but not the obligation, to cure such condition to the satisfaction of Buyer and the Closing shall be extended, for no more than thirty (30) calendar days, to provide Seller with such opportunity. If Seller is unable or unwilling to so correct such condition within such thirty (30) calendar day period, then Buyer shall have the right, at its election, on or before the Closing Date, as may be extended, to either (A) terminate this Contract by delivering written notice thereof to Seller and being reimbursed the Earnest Money; or (B) waive its objection to the condition and accept title to the Property subject to such condition.

h. Buyer's Investigations.

i. Commencing with the Execution Date and continuing through the Closing Date, Buyer will have access to and shall have the right to conduct whatever Investigations Buyer, in its sole discretion, elects to perform with respect to the Property to determine whether the Property is suitable for the Buyer's use. The inspection period shall commence upon the Effective Date and expire at 5:00pm on the 90th day thereafter ("Inspection Period"). Seller hereby grants Buyer and its designated representatives the continual right to access and enter the Property for purposes of its Investigations, including, without limitation, conducting the Survey, soil tests, drainage assessments, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Buyer deems necessary or advisable to determine the suitability of the Property for Buyer's purposes. All tests and inspections shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. After completion of the Investigations, if Buyer elects not to purchase the Property, Buyer shall restore the Property to substantially the same condition as before such inspection commenced.

ii. In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Contract for any reason, the Title Company shall immediately deliver to Buyer the Earnest Money (but not the Independent Consideration, which shall be paid to the Seller), this Contract shall terminate, and neither Party shall have any further obligation or liability under this Contract to the other Party. If the Closing of this transaction occurs, the Independent Consideration, if any, shall be applied toward the Purchase Price.

IX.
CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

9.1 Seller shall not be obligated to perform under this Contract unless all of the following have occurred or are true as of the Closing Date:

a. Closing Documents. Buyer shall have executed at or prior to Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content as set forth herein.

b. Payment of Purchase Price. Buyer shall have delivered to the Title Company the Purchase Price, as adjusted under the terms of this Contract.

c. Buyer's Representations and Warranties. Each of Buyer's warranties and representations set forth in Article V hereof shall be true and correct as of the Execution Date and/or the Closing Date.

d. No Default. Buyer shall not be in default hereunder.

X.
CLOSING

10.1 Date and Place of Closing. The Closing hereunder shall take place electronically through the Title Company, or in such other manner and at such other place as Seller and Buyer may mutually agree. The Closing Date shall be on or before thirty (30) days after the end of the Inspection Period.

10.2 Items to be Delivered at the Closing.

a. Seller. At Closing, Seller (or the applicable seller entity) shall deliver to Buyer or its permitted assignees, the following items:

i. a special warranty deed, in form substantially similar to the document attached hereto as Exhibit B (“Deed”), duly executed and acknowledged by the Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions;

ii. a bill of sale for the Personal Property in the form attached hereto as Exhibit C (“Bill of Sale”), duly executed by Seller;

iii. an assignment for the Leases, Rents, Tenant Deposits, Service Contracts and Intangible Personal Property in the form attached hereto as Exhibit D (“Assignment”);

iv. an Owner’s title Debts, Liens and Possession affidavit in the form provided by or acceptable to the Title Company executed and sworn to by each seller entity with respect to its respective portion of the Property;

v. releases for any Monetary Liens encumbering the Property;

vi. a closing statement setting forth the Purchase Price and all closing credits and adjustments for the parties that are expressly provided for in this Contract ("Closing Statement") executed by Seller; and

vii. an affidavit executed by each seller entity in the form satisfactory to the Title Company that the Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under §1445 of the Internal Revenue Code (and the implementing regulations);

viii. copies of tax certificates representing that all taxes due and payable on the Property have been paid;

ix. All keys and entrance cards used on any part of the Property in Seller’s possession or control;

x. All Leases and Service Contracts;

xi. Originals or copies of any warranties and guaranties received by Seller and to be assigned to Purchaser, from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alterations of the Improvements, any tenant improvements or conveyed Personal Property;

xii. Originals or copies of certificates of occupancy, licenses and permits for the Improvements in the possession of Seller or its manager;

xiii. Existing as-built plans and specifications for the Improvements in the possession of Seller or its manager; and

xiv. additional documents and instruments that the Title Company reasonably may require in order for the Title Company to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

b. Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

i. the total Purchase Price, less any credits and/or any adjustments as provided herein;

ii. counterparts of the Bill of Sale and Assignment, signed by the Buyer;

iii. the Closing Statement executed by the Buyer; and

iv. all additional documents and instruments the Title Company may require in order to close the transaction and issue the Title Policy or which Buyer and Seller may mutually reasonably determine are necessary to the proper consummation of this transaction.

10.3 Adjustments at Closing. All normal and customarily pro-ratable items, including, without limitations, real estate taxes (in accordance with Section 10.4 of this Contract) shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to the Closing Date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the pro-rations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer.

10.4 Closing Prorations.

a. Rents. All Rents and other receipts actually received in the month in which the Closing occurs shall be prorated as of the Closing. Buyer shall use reasonable efforts after the Closing to collect delinquent Rents for the period up to the Closing, provided, however, that all collections shall be applied first to Rent due and owing for periods commencing after the Closing, and then to periods prior to the Closing. Percentage Rents (if any) shall be prorated by Buyer when received by Buyer, based on twelve thirty (30) day months.

b. Common Area Maintenance Charges. All reimbursable expenses (other than items described under the next succeeding paragraphs) shall be reconciled at Closing, such that if Seller has collected sums in excess of its reimbursable expenses under the Leases, Seller shall pay such excess to Buyer. In the event that such reconciliation shows that Seller has collected less than its incurred reimbursable expenses under the Leases, Buyer shall remit the shortfall to Seller, when and to the extent actually collected from tenants (with such collections applied first to amounts due to Buyer, and then to Seller) not later than the expiration of three months after the conclusion of the twelve-month period then in progress with respect to the budgeting of such expenses under the Leases.

c. Utilities. Unless such items are subject to proration under subparagraph (b) above, all utilities, including gas, water, sewer, electricity, telephone and other utilities supplied to the Property shall be read as of the Closing Date. Seller shall pay, prior to the Closing Date, all such amounts for which a bill has been received or for which service was rendered prior to the Closing Date.

d. Service Contracts. Amounts payable under Service Contracts shall be prorated on an accrual basis. Seller shall pay, prior to the Closing Date, all such amounts for which a bill has been received or for which service was rendered prior to the Closing Date.

e. Tenant Deposits. At Closing, Seller agrees to pay Purchaser from the proceeds an amount equal to the Tenant Deposits and so authorizes the Escrow Agent to deduct from Seller's proceeds and pay such amount to Buyer. In other words, at closing the Buyer shall receive a check or wire (at Buyer's option) equal to the amount of Tenant Deposits, without setoff, along with an accounting setting forth the amount of each Tenant Deposit associated with each Tenant.

f. Lease Expenses.

i. All outstanding tenant finish and improvement costs, architect fees, space planning and design fees, leasing commission costs and all other tenant concessions, costs, expenses and legal fees (collectively, "Lease Expenses") paid or incurred in connection with Leases or amendments thereof executed prior to the Effective Date shown on Exhibit G shall be the responsibility of Seller. Any Lease Expense for which Seller is responsible shall be delivered to Purchaser as a credit against the Purchase Price at closing.

ii. Any Lease Expenses paid or incurred in connection with Leases or amendments thereof executed on or after Effective Date, including third party referral fees with respect to Leases or other rental agreements (including, without limitation options, renewals and extensions) and legal fees directly related to such leasing payable by Purchaser, shall be the responsibility of Purchaser. Seller shall receive a credit at Closing for any such Lease Expenses for which Purchaser is responsible and which have been paid by Seller prior to the Closing Date.

iii. Notwithstanding the foregoing or anything contained herein to the contrary, Buyer shall be solely responsible for the payment of all Lease Expenses payable in connection with any options, renewals, extensions, or otherwise, accruing or arising under Leases and amendments thereof (whether executed before or after the Closing Date) after the Closing Date provided that such Lease Expenses have been disclosed on Schedule 6.1(d) attached hereto.

g. Ad Valorem Tax Settlement. The ad valorem taxes for the Property for the year in which Closing occurs shall be prorated based on the current year's taxes if known, or if not known then on the basis of such taxes for the prior year. All tax prorations shall be based upon a fraction determined by dividing the number of days elapsed through the Closing Date by 365/366, as applicable. All tax prorations shall be final.

h. Rollback Taxes. Any rollback taxes occurring as a result in the change in use of the Property prior to Closing other than Buyer's intended use shall be the responsibility of the Seller to pay. The Seller shall not be responsible for any rollback taxes occurring as a result in the change in use of the Property after Closing. The Buyer represents that as a governmental entity, it is exempt from the assessment of rollback taxes.

i. Survival. Buyer and Seller's obligation to prorate as described in this Section 10.4 shall survive the Closing for a period of six (6) months (unless within such time Buyer or Seller makes a claim against the other party to this Agreement with respect to such obligation to prorate, in which case such obligation shall survive without limitation), and Buyer and Seller shall use good faith efforts to conclude prorations with respect to percentage rent and common area maintenance charges as soon as practicable after the determination of the amounts thereof. Notwithstanding the foregoing, in the event that any of the tenants at the Property challenge any expense pass-throughs or reimbursable expense reconciliations with respect to any period prior to the Closing, Seller hereby agrees that it shall be solely responsible to repay to such tenant any overpayments by such tenant, and shall repay such overpayments (and any other amounts owing by the landlord under the relevant lease and relating to such overpayment, including without limitation audit costs and interest, if applicable) to such tenant within fifteen (15) business days after the determination of the amount thereof provided no other sums are due to Seller by such tenant. Seller hereby indemnifies Buyer from and against any and all loss, costs and expense incurred by Buyer including attorney's fees incurred as a result of any such overpayments by tenants. Seller's obligations under the immediately preceding two sentences shall survive the Closing without limitation. Nothing in the Assignment shall be construed to amend, modify or diminish in any way the provisions of this Section 10.4.

10.5 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

10.6 Costs of Closing. Seller agrees to pay (as such costs may be allocated among the seller entities as Seller shall determine appropriate):

a. the cost of the basic premium for the Title Policy required under Section 4.2, excluding any endorsements requested by Buyer;

b. one-half of any escrow fees charged by the Title Company;

c. all charges for tax certificates;

d. ad valorem taxes and any assessments for the time period up to Closing;

e. Seller's attorneys' fees; and

f. all charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

10.7 Buyer agrees to pay:

a. the cost of any endorsements to the Title Policy that may be elected by Buyer;

b. one-half of the escrow fees reasonably charged by the Title Company;

c. fee for recording the Deed charged by the county clerk’s office; and

d. Buyer's attorneys' fees (to be paid outside of Closing).

All other reasonable and necessary costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Galveston County, Texas of the type of transaction contemplated by this Contract.

XI.
DEFAULTS AND REMEDIES

11.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if Seller shall fail to meet, comply with, or perform any covenant, agreement or obligation on its part required under this Contract, including the failure to convey the Property on or before Closing, or any warranty or representation shall become untrue when made or deemed to be made.

b. Buyer's Remedies. In the event Seller shall be determined to be in default hereunder, Buyer may elect to (i) terminate this Contract and be reimbursed the Earnest Money plus any interest accrued thereon (but not the Independent Consideration, which shall be delivered to Seller); or (ii) seek and obtain specific performance and recover reasonable attorney’s fees and expenses in connection therewith. No failure on the part of Buyer to exercise, and no delay in exercising, any right under this section shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Section 11.1 are cumulative and not exclusive of any remedies provided by law.

11.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to meet, comply with, or perform any covenant, agreement or obligation on its part required under this Contract, including the failure to pay the Purchase Price, as adjusted under this Contract, at Closing.

b. Seller's Remedy. In the event Buyer shall be determined to be in default hereunder, Seller may elect to terminate this Contract and receive the Earnest Money as liquidated damages. It is agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Contract. Upon default, the Title Company also will release to Seller the Independent Consideration. No failure on the part of Seller to exercise, and no delay in exercising, any right under this section shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XII.
MISCELLANEOUS

12.1 References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Contract.

12.2 Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof and incorporated herein for all purposes.

12.3 Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

12.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12.5 Notices and Communications. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; or by electronic communications including email and telephonic facsimile and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic communications. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to the Seller: GREAT SCOTT ENTERPRISES, LLC
Attn: Todd Scott
2213 Calypso Bay
Pearland, Texas 77584
Email: greatscottenterprises@hotmail.com

With a copy to: Warner & Associates PLLC
Attn: T. Deon Warner
5850 San Felipe Street, Ste 500
Houston, Texas 77057

Telephone: (713) 807-1007
Facsimile: (713) 422-2309
Email: deon@warnerandassociates.com

If to the Buyer:	Galveston Independent School District Attn: Dr. Jerry Gibson, Superintendent 3904 Avenue T Galveston, Texas 77550
Telephone:	(409) 766-5121
Email:	JerryGibson@gisd.org

With copy to:	Thompson & Horton, LLP Attn: Mark D. Smith Ross Tower, Suite 3150 500 North Akard Street Dallas, Texas 75201
Telephone:	(469) 421-6844
Facsimile:	972-528-5131
Email:	msmith@thompsonhorton.com

12.6 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Contract. Exclusive venue for any legal proceeding relating to this Contract shall be in Galveston County, Texas.

12.7 Assignment of Contract. Neither Party may assign this Contract without the prior written consent of the other Party.

12.8 Entirety and Amendments. This Contract embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether verbal or written, between the Parties, relating to the Property and this transaction and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

12.9 Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid, or unenforceable under present or future laws, then Buyer or Seller may terminate this Contract by written notice delivered to the other Party and, thereafter, the Parties hereto shall have no further obligations or liabilities hereunder, one to the other.

12.10 Multiple Counterparts; Electronic Signatures. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart. A copy of this Contract signed by the Parties and other documents required under this Contract may be transmitted by, and the Parties agree to receive the executed Contract and other documents, via electronic mail.

12.11 Parties Bound. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

12.12 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the Deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

12.13 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby

12.14 Time of the Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Contract. If the final day of any period of any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next Business Day thereafter.

12.15 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and specifically shall not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for misrepresentation of breach of warranty continued herein shall survive the execution and delivery of the deed and other closing documents required hereby, specifically shall not be deemed to be merged into or waived by any instrument of Closing, and such liability shall survive and be binding on Seller.

12.16 Real Estate Broker. Seller and Buyer represent that they are not represented by a broker with regard to this transaction. Seller and Buyer each agree to, and does hereby, indemnify and hold the other party harmless for claims for commissions, fees or compensation in connection with this Agreement and the transaction contemplated herein.

12.17 Notice to Buyer. The Texas Real Estate License Act requires a real estate agent to advise Buyer that it should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Buyer.

[*Signature page to follow*]

[*Signature page for Purchase and Sale Contract between Great Scott Enterprises, LLC, as Seller, and Galveston Independent School District, as Buyer*]

EXECUTED as of the ____ day of _____________, 20__.

<u>Seller</u>:	<u>Buyer</u>:
GREAT SCOTT ENTERPRISES, LLC, a Texas limited liability company	**GALVESTON INDEPENDENT SCHOOL DISTRICT**
By: ________________________ Todd Scott Title: President	By: ____________________________ Jerry Gibson Title: Superintendent

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Contract on the _____ day of _________________, 20__.

STEWART TITLE COMPANY

By: ____________________________________
Name: __________________________________
Title: __________________________________

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Five Thousand and No/100 Dollars ($5,000.00) on the ____ day of ___________, 20__.

STEWART TITLE COMPANY

By: ____________________________________
Name: __________________________________
Title: __________________________________

EXHIBIT A

Legal Description

<u>4215 Avenue N ½, Galveston, Galveston County, Texas 77550. (Apartments)</u>

The East 34 feet, 4 inches of Lot Three (3), all of Lot Four (4) and the West 12 feet 10 inches of Lot Five (5), in the Southwest Block of Outlot Thirty-Three (33), in the City and County of Galveston, Texas, said lot having the same dimensions and occupying the same relative position as a lot of similar number would have and occupy in the regular fourteen lot blocks of said City, situated North of Avenue M and East of 29th Street.

<u>1610 43rd Street, Galveston, Galveston County, Texas 77550. (Single Family Residence)</u>

The South 60 feet of Lot One (1) and the South 60 feet of the West 17 feet of Lot (2), in the Southwest Block of Outlot 33, City and County of Galveston, Texas.

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	**§**	
	§	**KNOW ALL PERSONS BY THESE**
COUNTY OF GALVESTON	**§**	**PRESENTS:**

That, **GREAT SCOTT ENTERPRISES, LLC** (referred to as "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GALVESTON INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, ("Grantee"), and Grantee's successors and assigns, that certain parcel of land containing approximately ______ acres located in Galveston County, Texas, as more particularly described on the attached Exhibit A, ("Land") (ii) all improvements or fixtures on or under the Land, including, without limitation, all buildings and structures presently located on the Land (including but not limited to an approximately 10,799 sq. ft. 2 story apartment building and a 3,600 sq. ft. single family residence (the "Buildings"), all apparatus, equipment, fixtures, machinery and appliances presently located on the Land owned by Seller and used in connection with the operation or occupancy thereof, such as heating and air conditioning systems and facilities used to provide any utility services, parking services, refrigeration, ventilation, garbage disposal, recreation or other services thereto, and all landscaping and leasehold improvements of tenants, if any, which become the property of the owner of the Land (all of which are collectively referred to as the "Improvements"); (iii) Seller's rights, title and interest, if any, in and to all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, without limitation, (A) any land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (B) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (C) all development rights, air rights, water, water rights and water stock relating to the Land and any other easements, rights-of-way or appurtenances owned by Seller and used in connection with the beneficial operation, use and enjoyment of the Land, the Leases, the Rents, the Improvements, the Intangible Property or any other appurtenance; (D) the present or future use of utilities or utility facilities, and all impact fees that are creditable to, pertain to, or benefit such Land; (E) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land except as herein provided; (F) any reversionary interests benefiting such Land; (G) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, sidewalks, alleys, driveways, parking areas and areas adjacent open or proposed, in, on, across, in front of, abutting or adjoining such Land; (H) all the oil, gas, sulphur, and other minerals (whether similar or dissimilar) in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) and all royalty rights, executive rights, and other rights related to the minerals (collectively "Mineral Rights"); (I) all water and water rights in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) (collectively "Water Rights"); (J) any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto in any way benefitting such Land; (K) any easement across, adjacent to or benefiting the such Land, existing or abandoned; and (L) any other rights and benefits pertaining to the Land (clauses (iii)(A) through (L) being referred to as "Appurtenances") (the Land, the Improvements, and the Appurtenances collectively shall be referred to as "Property").

Reservations and Exceptions

This conveyance is made by Grantor and accepted by Grantee subject to the matters set forth on Exhibit B to this deed, attached hereto and incorporated herein (collectively, the "Permitted Exceptions") to the extent that such Permitted Exceptions are valid, legal, currently existing and in effect, and affect or pertain to the Property.

Taxes for the calendar year 2021 have been paid by Grantor. Taxes for the calendar year 2022, have been prorated between Grantor and Grantee as of the date of this deed and in accordance with that certain Purchase and Sale Contract between the Grantor and Grantee with an Effective Date of _______________ (the "Contract").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject only to the hereinbefore Permitted Exceptions set forth in Exhibit B hereto to the extent they are valid, currently existing, and applicable to Grantee, and Grantor does by these presents bind itself, its respective heirs, administrators, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

[*Signatures appear on the following page*]

[*Signature page 1 for Special Warranty Deed for approx. ____ acres to Galveston Independent School District*]

EXECUTED as of this ______ day of ______________, 20__.

GRANTOR:

GREAT SCOTT ENTERPRISES, LLC,
a Texas limited liability company

By: ________________________
Todd Scott
Title: President

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me, the undersigned authority, this _____ day of __________ 20__, by Todd Scott, the President of Great Scott Enterprises, LLC, a Texas limited liability company on behalf of said company.

[SEAL]

____
Notary Public ✯ State of Texas

AFTER RECORDING RETURN TO GRANTEE AT:

EXHIBIT A TO DEED

Legal Description

[To come from the Surveyor's signed and sealed field notes; each seller entity's respective portion of the Property to be included here]

EXHIBIT B TO DEED

Permitted Exceptions

<u>EXHIBIT C</u>

BILL OF SALE

This BILL OF SALE is made as of this _____ day of ___________, 2022 (the "<u>Effective Date</u>") by **GREAT SCOTT ENTERPRISES, LLC**, a Texas limited liability company with principal offices at ____________________________________ (hereinafter "<u>Seller</u>"), in favor of **GALVESTON INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the state of Texas, with offices at _______________________ (hereinafter "<u>Purchaser</u>").

WHEREAS, in connection with the sale of that certain real property known as "____", located in the City of Galveston, Galveston County, Texas, and being more particularly described on **<u>Exhibit "A"</u>** attached hereto and made a part hereof (the "<u>Land</u>"), together with certain improvements located thereon ("<u>Improvements</u>"), Seller has agreed to sell, transfer and assign to Purchaser certain personal property particularly utilized in the operation and ownership of the Land and Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, assign, transfer, set over, and deliver to Purchaser all of Seller's right, title, and interest in and to the following:

All tangible personal property owned by Seller located on, or situated in and used in connection with, the Land and/or the Improvements, including but not limited to all furniture, furnishings, fixtures, equipment (including equipment utilized in connection with the operation of the surface parking area on the Property), machinery, maintenance vehicles and equipment, tools, parts, recreational equipment, carpeting, art work, and window treatments, all keys, books, records, plans and specifications and architectural and engineering drawings and other tangible personal property owned by Seller or in which Seller otherwise has an interest (other than a leasehold interest) if utilized by Seller solely in connection with the Property which is not owned by tenants under the leases for the Improvements, together with all replacements and substitutions therefor located on the Land and used in connection with the operation or maintenance of the Land and Improvements, together with any replacements or additions thereto between the Effective Date and Closing, including but not limited to the items being more particularly described in **<u>Exhibit "B"</u>** attached hereto and made a part hereof (collectively, "<u>Personal Property</u>");

TO HAVE AND TO HOLD the aforesaid Personal Property unto Purchaser, its successors and assigns forever.

Seller warrants the Personal Property to be free and clear of all security interests, liens, and other encumbrances of any type or description of any party claiming by. through or under Seller. Seller covenants with Purchaser that Seller has the authority to transfer and assign the right, title and interest conveyed and will warrant and defend the same in favor of Purchaser, its successors and assigns, against the claims and demands of any party claiming by, through or under Seller.

Unless as otherwise provided in the Purchase Agreement and in this Bill of Sale, THE PERSONAL PROPERTY IS SOLD IN ITS "AS-IS" CONDITION WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MERCHANTABILITY, This Bill of Sale shall be governed by, interpreted under, construed under and enforceable in accordance with the laws of the State of Texas.

(signature page follows)

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

GREAT SCOTT ENTERPRISES, LLC
a Texas limited liability company

By: ______________________________
Name: Todd Scott
Its: President

STATE OF __________________ §
§
COUNTY ___________________ §

This Bill of Sale was subscribed, sworn to and acknowledged before me this ___ day of ____________, 2022, by Todd Scott, who is the President of Great Scott Enterprises, LLC, a Texas limited liability company on behalf of said company.

____
Notary Public

My Commission expires: ________________

Exhibit "A" to Bill of Sale

Legal Description of the Property

(to be attached)

<u>Exhibit "B" to Bill of Sale</u>

List of Personal Property

EXHIBIT D

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is entered into as of this _____ day of ______________________, 20__ (the "Effective Date") by and between GREAT SCOTT ENTERPRISES, LLC, a Texas limited liability company, with principal offices at __________________________________ ("Assignor") and GALVESTON INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, with principal offices at ____ ("Assignee").

WITNESSETH

WHEREAS, in accordance with that certain Agreement of Sale and Purchase of Improved Property dated _____________________, ("Agreement") by and between Assignor, as Seller, and Assignee, as of Purchaser, Assignor has agreed to convey to Assignee that certain real property located in the City of Galveston, Galveston County, Texas, as more particularly described in the Agreement and in **Exhibit "A"** attached hereto (the "Land"), together with certain improvements located thereon ("Improvements", and together with the Land, collectively, the "Property"), and in accordance with that certain Bill of Sale, Assignor has agreed to convey to Assignee certain personal property located on or used in connection with the Property (the "Personal Property");

WHEREAS, Assignor desires to assign its interest in and Assignee desires to accept the assignment of the Assignor's interests in the Leases and Rents (as defined below) affecting the Property, on the terms and conditions provided herein;

WHEREAS, Assignor desires to assign its interests in and Assignee desires to accept the assignment of Assignor's interests in and to the Assumed Contracts (as defined below) affecting the Property, on the terms and conditions provided herein;

WHEREAS, Assignor desires to assign its interest in and Assignee desires to accept the assignment of Assignor's interest in and to the Intangible Property (as defined below) affecting the Property, on the terms and conditions provided herein;

NOW, THEREFORE, IN CONSIDERATION of the purchase of the Property by Assignee from Assignor, the parties hereto agree as follows:

1. Assignment of Leases. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to all leases, occupancy agreements and other similar agreements to which Seller is a party or by which it is bound, together with all modifications, extensions and renewals thereof, and any guarantees of any of the foregoing and all security and letters of credit securing the obligations of tenants with respect to or demising or providing for the use or occupancy of space in any part of the Land, Appurtenances or Improvements (the "Leases"), and all income, receipts, funds and revenues of any kind whatsoever payable after the Effective Date under the Leases or otherwise with respect to all or any portion of the Land, Appurtenances or Improvements (the "Rents") and all security deposits held in connection with the Leases (the "Tenant Deposits"). The Leases are described on **Exhibit "B"** attached hereto.

Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to said Leases, and assumes all the obligations of Assignor under the Leases which accrue from and after the Effective Date and relate solely to the period commencing after the Effective Date.

Assignee acknowledges receipt of the Tenant Deposits hereby assigned and assumes all obligations for such deposits and liabilities for same under the Leases assigned from and after the Effective Date.

2. Assignment of Service Contracts. Assignor hereby assigns and transfers to

Assignee all of Assignor's right, title and interest in and to the service contracts described on

Exhibit "C" attached hereto and made a part hereof (the "Assumed Contracts")

Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to said Assumed Contracts and assumes those obligations of Assignor under the Assumed Contracts which accrue from and after the date hereof.

3. Assignment of Intangible Property. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, claim and interest in (i) any intangible personal property which relates to and is reasonably required for the operation and functioning of the Land, Improvements or Personal Property generally, (ii) any and all plans, specifications, warranties, guarantees, permits, contracts and other rights owned by Seller relating to the ownership, operation or functioning of all or any part of the Property, as defined below (including without limitation all third party guarantees and warranties, express or implied, in connection with the construction of the Improvements), (iii) all use, occupancy, building and operating permits, (iv) all licenses and approvals relating to the Property (all of the foregoing are collectively referred to as the "Intangible Property").

4. Indemnity. Assignor shall indemnify, defend, and hold Assignee harmless from any and all liabilities, claims, demands, damages, and causes of actions that may now or hereafter be made or asserted against Assignee arising out of or related to the Leases, the Assumed Contracts, or the Intangible Property for acts or omissions of Assignor accruing prior to the Effective Date of this Assignment.

5. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. Authority. Assignor and Assignee warrant and represent to each other that they have the power and authority to enter into this Assignment and that the persons duly executing this Assignment on behalf of Assignor and Assignee have the requisite power and authority to do so.

7. Capitalized Terms. Capitalized terms not defined in this Assignment shall have the meaning ascribed to them in the Agreement.

(signature pages follow)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

GREAT SCOTT ENTERPRISES, LLC
a Texas limited liability company

By: ______________________________
Name: Todd Scott
Its: President

STATE OF __________________ §
§
COUNTY ___________________ §

This Assignment was subscribed, sworn to and acknowledged before me this ___ day of ____________, 2022, by Todd Scott, who is the President of Great Scott Enterprises, LLC, a Texas limited liability company on behalf of said company.

____
Notary Public

My Commission expires: _________________

ASSIGNEE:

GALVESTON INDEPENDENT SCHOOL DISTRICT,
a public independent school district and political subdivision of the State of Texas

By: ______________________________
Name: Jerry Gibson
Title: Superintendent

STATE OF TEXAS §
§
COUNTY GALVESTON §

This Assignment was subscribed, sworn to and acknowledged before me this ____ day of __________, 20__, by Jerry Gibson who is the Superintendent of Galveston Independent School District, a public independent school district and political subdivision of the State of Texas, on behalf of said school district.

____
Notary Public

My Commission expires: _________________

<u>Exhibit "A" to Assignment</u>

<u>Legal Description of the Property</u>

(to be attached)

Exhibit "B" to Assignment

List of Leases

(to be attached)

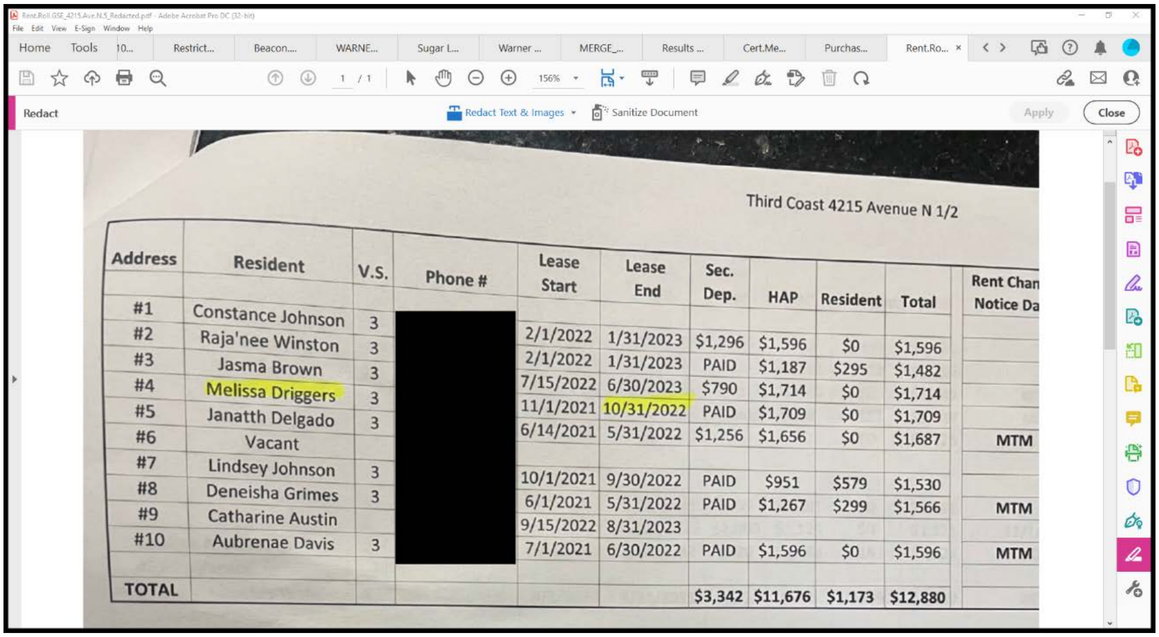
<u>Exhibit "C" to Assignment</u>

<u>List of Assumed Service Contracts</u>

EXHIBIT E

RENT ROLL

4215 Avenue N 1/2



Third Coast 4215 Avenue N 1/2

Address	Resident	V.S.	Phone #	Lease Start	Lease End	Sec. Dep.	HAP	Resident	Total	Rent Chan Notice Da
#1	Constance Johnson	3	[redacted]	2/1/2022	1/31/2023	$1,296	$1,596	$0	$1,596	
#2	Raja'nee Winston	3		2/1/2022	1/31/2023	PAID	$1,187	$295	$1,482	
#3	Jasma Brown	3		7/15/2022	6/30/2023	$790	$1,714	$0	$1,714	
#4	Melissa Driggers	3		11/1/2021	10/31/2022	PAID	$1,709	$0	$1,709	
#5	Janatth Delgado	3		6/14/2021	5/31/2022	$1,256	$1,656	$0	$1,687	MTM
#6	Vacant									
#7	Lindsey Johnson	3		10/1/2021	9/30/2022	PAID	$951	$579	$1,530	
#8	Deneisha Grimes	3		6/1/2021	5/31/2022	PAID	$1,267	$299	$1,566	MTM
#9	Catharine Austin			9/15/2022	8/31/2023					
#10	Aubrenae Davis	3		7/1/2021	6/30/2022	PAID	$1,596	$0	$1,596	MTM
TOTAL						$3,342	$11,676	$1,173	$12,880	

(Leases past the lease end date shown above are on month-to-month leases).

1610 43rd Street

Tenant	Start Date	End Date	Sec Dep	Rent
Andrea Jobe	5.1.22	4.30.23	$0	$1,665.00

EXHIBIT F

LIST OF SERVICE CONTRACTS

1. Trash Collection Service Contract – Republic Services and Great Scott Enterprises (Account # 3-0853-2200697)

2. Electricity Service Contract – Cirro Energy and Great Scott Enterprises (Account # 17 849 527 -1)

EXHIBIT G

LEASE EXPENSES

None.

SCHEDULE 6.1(d)

1. **List of Prepaid Rent**

   None

2. **List of Landlord Tenant Improvement Obligations**

   None

3. **Tenant Assignments and Sublets**

   None

4. **Tenant Rights to Additional Space**

   None

5. **List of Brokerage Obligations**

   None.

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider for action a Motion to Renew Consideration of an Option to Include an eight-lane track at Courville Stadium.

RECOMMENDATION: **None**

Requested via email by Elizabeth Beeton
Trustee

Action Sheet

MEETING DATE: **October 19, 2022**

AGENDA ITEM: Discuss and consider for action process by which trustees request copies of documents previously prepared or assembled for GISD by district lawyers

RECOMMENDATION: **None**

Requested via email by Elizabeth Beeton
Trustee