

# Agenda of Regular Meeting

## The Board of Trustees Galveston Independent School District

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A Regular Meeting of the Board of Trustees of Galveston Independent School District will be held March 30, 2022, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

One or more members of the Galveston ISD Board of Trustees may attend this meeting via video conference. Notice is given that Galveston ISD intends to conduct this meeting via video conference. Galveston ISD:

- Has provided online written notice containing a free-of-charge website link, as well as an electronic copy of any agenda packet, before conducting this meeting via video conference; specifically, the public may use the following free-of-charge website link: <https://www.gisd.org/site/Default.aspx? PageID=5397>; or a live broadcast on Channel 17.
- Has provided the public with access and a means to participate in the meeting, at 3904 Ave T Galveston, TX 77550; and
- Has provided the public with access to a recording of the meeting.

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.

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	
B) Board Committee Reports	
1) Curriculum Committee Chair- Ms. Ann Masel	
2) Facilities/Finance Committee Chair- Mr. Johnny Smecca	
C) Teacher of the Year Nominees and announcement of Winner	
7) Financial Reports and Budget Update	4
8) CONSENT AGENDA - Action Items	
A) Consider approval of the minutes from the February 16, 2022 Regular School Board Meeting and March 23, 2022 Special Meeting.	21
B) Consider approval of the Board's Time Use Tracker - February 16, 2022	28
C) Consider approval of personnel resignations and recommendations with contracts.	30
D) Discuss and consider approval of payment of attorney fees.	31
E) Consider approval of Budget Amendments	32
F) Discuss and consider accepting donations in accordance with Board Policy CDC Local.	34
G) Discuss and consider the adoption of Local District Update 118 affecting the policies listed below.	36
H) Discuss and consider approval for professional services from lead4ward, LLC for an amount not to exceed \$68,000.	37
I) Discuss and consider Resolution to join 1Government Procurement Alliance	38
J) Discuss and consider approval for professional services from The Flippen Group beginning July 25, 2022 for an amount not to exceed \$150,000.	44
K) Discuss and approve GISD/CTE Robotics to travel to the Nationals Robotics Competition in Council Bluffs, Iowa the week of April 3-7, 2022	48
L) Consider approval for an out of state trip to NCA Cheer Camp at McNeese State University from June 13- 16th.	49
M) Discuss and consider approval of PK tuition for students who do not qualify for the PK program and provide GISD employees a 25% discount for PK if their children do not qualify for the 2022-2023 school year.	50
N) Discuss and consider approval of Access Control and Burglar Alarm System Upgrades using remaining Bond 2018 Funds	51
O) Discuss and consider approval of purchase of parts for playground repairs	161
P) Discuss and consider approval of TASB's Amended Interlocal Participation Agreement	174
Q) Discuss and consider adoption of Reimbursement Resolution #3 to reimburse general fund purchases with bond funds in the event a subsequent bond election is approved by the voters.	185
R) Discuss and consider approval of the recommendations for Non Chapter 21 Administrator contracts for the 2022-2023 school year as presented.	188

S) Discuss and consider approval of the recommendations for Chapter 21 Administrator contracts for Principals and Assistant Principals for the 2022-2023 school year as presented.	189
T) Discuss and consider approval of purchase for furniture, fixtures and equipment for Central Middle School related to the Middle School Alignment in 2022-2023	190
U) Discuss and consider approval for the purchase of 32 iMac computers for CTE in an amount not to exceed \$70,000.	193
V) Discuss and consider approval of resolution adopting prevailing wage rates.	194
9) REGULAR AGENDA- Action Items	
10) Suggested Future Agenda Items	
11) Board Comments	
12) Adjournment	

*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, Government Code, Chapter 551, Subchapters D and E. 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.*

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on \_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_

For the Board of Trustees

# Action Sheet

**MEETING DATE:** March 30, 2022

**AGENDA ITEM:** Financial Reports

The following reports for the period ending 02/28/2022 are attached for your review:

Executive Summary – See Attachment A.

Report No. 1 – FY 2021-2022 General Fund revenues, showing budget, actual collections, and (over)/under collected. See Attachment B.

Report No. 2 – FY 2021-2022 General Fund expenditures by function, showing budget, encumbrances, expenditures, and unencumbered balances. See Attachment C.

Report No. 3 – Cash and investments for all funds. See Attachment D.

Report No. 4 – Detail of tax collections. See Attachment E.

Report No. 5 – Bond Summary Cover Sheet. See Attachment F.

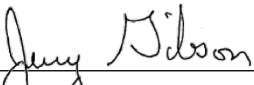
Report No. 6 – Bond Project Report, showing original bond project cost estimates (PBK) compared to actual bids/expenses. See Attachment G.

Report No. 7 – Vendors with aggregate purchases for FY 2021-2022 that exceed \$50,000. See Attachment H.

Report No. 8 – Local vendor activity for FY 2021-2022 (zip codes 77550-77559). See Attachment I.

Report No. 9 -- Monthly Check Register. See Attachment J.

**RECOMMENDATION:** I move that the Board of Trustees receive the financial reports as presented.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Connie Morgenroth  
Assistant Superintendent for Business and Operations

Financial Reports – Executive Summary, Board Meeting 03/30/2022

The following reports representing period ending 02/28/2022, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals \$80,641,616 or 78.5 % of projected collections. For the same period in FY 2020-2021, revenue totaled \$72,935,073 or 81.2% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period totals \$34,275,768 or 32.7% of total projected expenditures. For the same period in FY 2020-2021, expenditures totaled \$34,766,045 or 35.9% of budgeted expenditures. See attachment C.

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

Funds held by each financial institution at 02/28/2022 are as follows:

Moody Bank	\$8,944,798	Pledged securities \$11,000,000
Texas Class Investment Pool	\$62,693,002	N/A (Investment Pool)
Texas Term	\$14,419,645	N/A (Investment Pool)
Moody Bank CD-General	\$2,000,000	12 Month CD
Moody Bank CD-Debt Service	\$2,000,000	12 Month CD
Total	\$90,057,445	

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	\$90,367,054	\$77,994,411	86.3%
Interest & Sinking (Debt Payment)	\$8,315,840	\$7,184,037	86.4%

For the same period in FY 2020-2021, collections were \$69,194,121 (87.3%) for M&O and \$7,044,692 (86.7%) for I&S.

Report No. 5 – Bond Summary Cover Sheet. See attachment F.

Report No. 6 - Bond Project Report, showing original bond project cost estimates (PBK) compared to actual bids/expenses. See Attachment G.

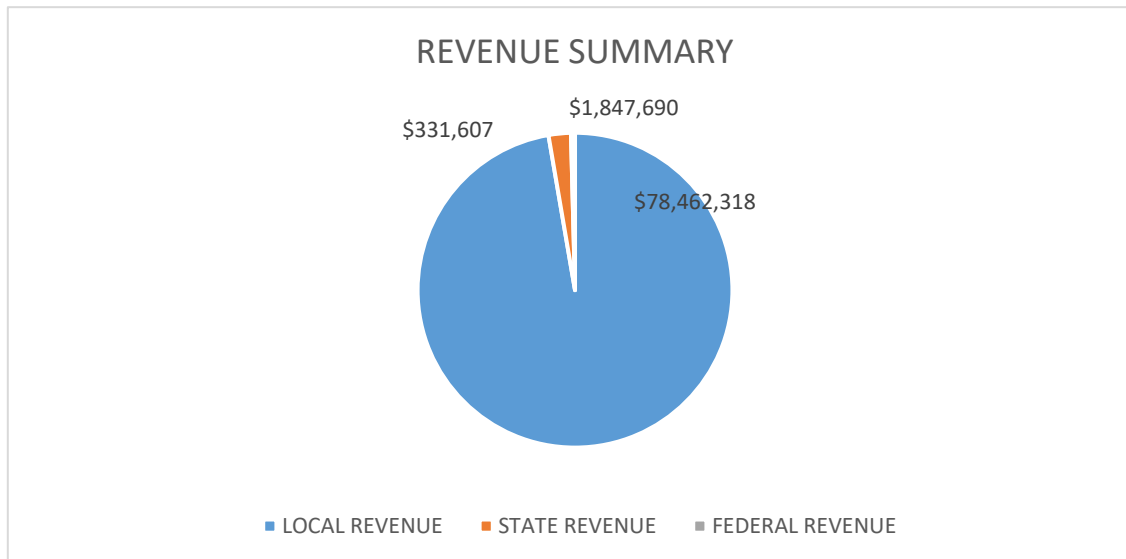
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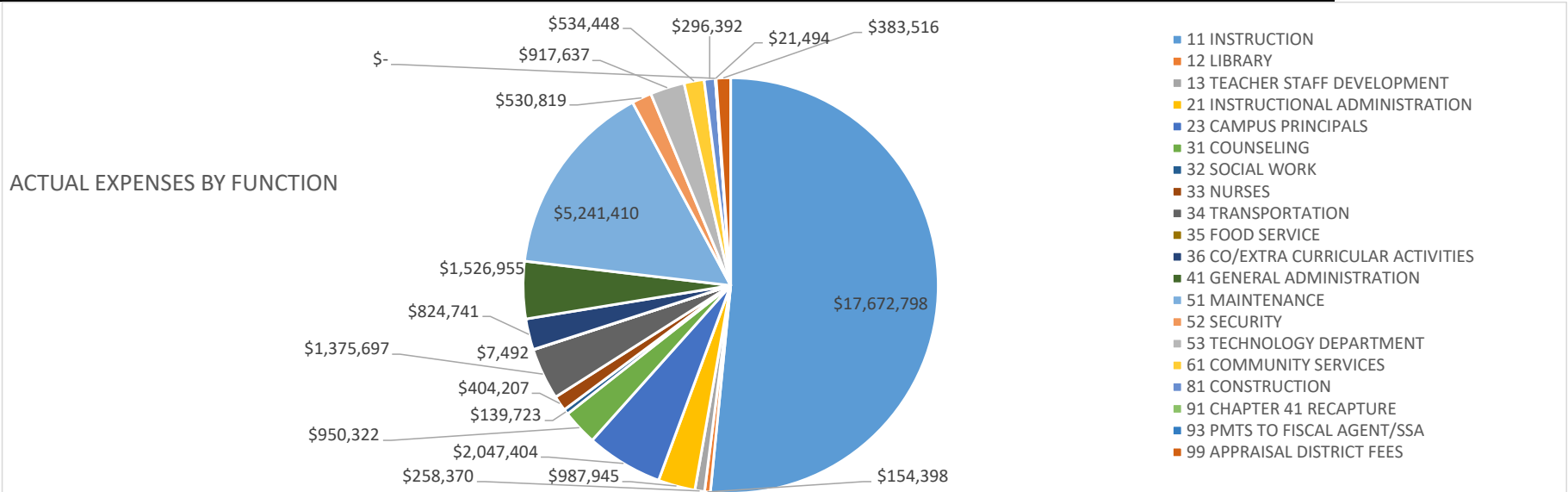
GALVESTON ISD  
GENERAL FUND REVENUES BY MAJOR OBJECT  
AS OF 02-28-2022

		2021-2022 Revised Budget	Monthly Receipts 02/28/2022	FYTD Activity 02/28/2022	2021-2022 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	\$ 91,340,228	\$ 17,673,282	\$ 78,462,318	\$ (12,877,910)
58--	STATE REVENUE	\$ 4,565,298	\$ (2,479)	\$ 1,847,690	\$ (2,717,608)
59--	FEDERAL REVENUE	\$ 2,974,968	\$ 272,748	\$ 331,607	\$ (2,643,361)
79--	TRANSFERS IN	\$ 3,841,653	\$ -	\$ -	\$ (3,841,653)
---		\$ 102,722,147	\$ 17,943,551	\$ 80,641,615	\$ (22,080,532)
	% COLLECTED	78.5%			



GALVESTON ISD  
GENERAL FUND EXPENDITURES BY FUNCTION  
AS OF 02/28/2022

FC	Function	Rev Bud February 2021-2022	FYTD Activity February 2021-2022	Encumbered February 2021-2022	Expenses + Encumbered	Unencumbered Balance February 2021-2022
11	INSTRUCTION	\$ 39,582,996	\$ 17,672,798	\$ 191,534	\$ 17,864,332	\$ (21,718,664)
12	LIBRARY	\$ 350,063	\$ 154,398	\$ 2,337	\$ 156,735	\$ (193,328)
13	TEACHER STAFF DEVELOPMENT	\$ 856,540	\$ 258,370	\$ 32,602	\$ 290,972	\$ (565,568)
21	INSTRUCTIONAL ADMINISTRATION	\$ 2,079,110	\$ 987,945	\$ 5,906	\$ 993,851	\$ (1,085,259)
23	CAMPUS PRINCIPALS	\$ 4,473,280	\$ 2,047,404	\$ 212,313	\$ 2,259,717	\$ (2,213,563)
31	COUNSELING	\$ 2,161,293	\$ 950,322	\$ 8,317	\$ 958,639	\$ (1,202,654)
32	SOCIAL WORK	\$ 289,679	\$ 139,723	\$ -	\$ 139,723	\$ (149,956)
33	NURSES	\$ 867,547	\$ 404,207	\$ 40,850	\$ 445,057	\$ (422,490)
34	TRANSPORTATION	\$ 3,335,445	\$ 1,375,697	\$ 144,683	\$ 1,520,380	\$ (1,815,065)
35	FOOD SERVICE	\$ -	\$ 7,492	\$ -	\$ 7,492	\$ 7,492
36	CO/EXTRA CURRICULAR ACTIVITIES	\$ 1,859,261	\$ 824,741	\$ 128,946	\$ 953,687	\$ (905,574)
41	GENERAL ADMINISTRATION	\$ 3,045,482	\$ 1,526,955	\$ 175,901	\$ 1,702,856	\$ (1,342,626)
51	MAINTENANCE	\$ 9,611,486	\$ 5,241,410	\$ 631,824	\$ 5,873,234	\$ (3,738,252)
52	SECURITY	\$ 1,214,358	\$ 530,819	\$ 9,649	\$ 540,468	\$ (673,890)
53	TECHNOLOGY DEPARTMENT	\$ 2,185,703	\$ 917,637	\$ 45,321	\$ 962,958	\$ (1,222,745)
61	COMMUNITY SERVICES	\$ 1,077,634	\$ 534,448	\$ 464,264	\$ 998,712	\$ (78,922)
81	CONSTRUCTION	\$ 1,133,997	\$ 296,392	\$ 724,767	\$ 1,021,159	\$ (112,838)
91	CHAPTER 41 RECAPTURE	\$ 30,047,660	\$ -	\$ -	\$ -	\$ (30,047,660)
93	PMTS TO FISCAL AGENT/SSA	\$ 27,500	\$ 21,494	\$ -	\$ 21,494	\$ (6,006)
99	APPRAISAL DISTRICT FEES	\$ 756,900	\$ 383,516	\$ 326,600	\$ 710,116	\$ (46,784)
--	COLUMN TOTALS	\$ 104,955,934	\$ 34,275,768	\$ 3,145,814	\$ 37,421,582	\$ (67,534,352)
	EXPENDITURES AS A % OF BUDGET		32.7%		35.7%	



**GALVESTON INDEPENDENT SCHOOL DISTRICT**  
**Cash and Investment Report for the Month Ending 2/28/22**  
**For Board Meeting 3/30/22**

Depository or Investment Pool	Account Name	Account Number	Type of Account	% Earned	1/31/22 Market Value	Changes to Market Value			2/28/22 Market Value
						Deposits	Withdrawals	ROI (net)	
Moody Bank	General Disbursement	xxxxxx601	Now Account	0.050%	\$ 6,791,894.22	\$ 11,987,997.52	\$ 11,411,221.96	\$ 193.11	\$ 7,368,862.89
Moody Bank	Activity Fund	xxxxxx627	Now Account	0.050%	\$ 137,734.07	\$ 138,759.26	\$ 25,340.69	\$ 15.05	\$ 251,167.69
Moody Bank	Child Nutrition	xxxxxx619	Now Account	0.050%	\$ 117,173.63	\$ 335,447.58	\$ 228,875.91	\$ 7.30	\$ 223,752.60
Moody Bank	Bond	xxxxxx056	Now Account	0.050%	\$ 40,147.64			\$ 1.54	\$ 40,149.18
Moody Bank	Debt Service Money Market	xxxxxx635	Money Market	0.300%	\$ 1,037,456.49			\$ 238.76	\$ 1,037,695.25
Moody Bank	Debt Service	xxxxxx049	Now Account	0.050%	\$ 23,169.26			\$ 0.89	\$ 23,170.15
Moody Bank	General Fund		12 Month CD	1.500%	\$ 2,000,000.00				\$ 2,000,000.00
Moody Bank	Debt Service		12 Month CD	1.500%	\$ 2,000,000.00				\$ 2,000,000.00
			<b>Total Moody Bank:</b>		<b>\$ 12,147,575.31</b>	<b>\$ 12,462,204.36</b>	<b>\$ 11,665,438.56</b>	<b>\$ 456.65</b>	<b>\$ 12,944,797.76</b>
	<b>SECURITIES PLEDGED 11,000,000</b>								
Texas Class	General Operating	xxxxxxxx01	Investment Pool	0.1229%	\$ 48,337,399.41	\$ 21,541,851.55	\$ 12,143,258.69	\$ 5,766.65	\$ 57,741,758.92
Texas Class	Debt Service	xxxxxxxx02	Investment Pool	0.1229%	\$ 776,753.11	\$ 1,622,961.31		\$ 196.23	\$ 2,399,910.65
Texas Class	Construction	xxxxxxxx03	Investment Pool	0.1229%	\$ 312.40			\$ -	\$ 312.40
Texas Class	Activity	xxxxxxxx04	Investment Pool	0.1229%	\$ 409,455.58			\$ 38.61	\$ 409,494.19
Texas Class	Child Nutrition	xxxxxxxx05	Investment Pool	0.1229%	\$ 2,039,069.51	\$ 1,012,468.69	\$ 910,199.84	\$ 187.72	\$ 2,141,526.08
			<b>Total Texas Class:</b>		<b>\$ 51,562,990.01</b>	<b>\$ 24,177,281.55</b>	<b>\$ 13,053,458.53</b>	<b>\$ 6,189.21</b>	<b>\$ 62,693,002.24</b>
Texas Range	General Operating	XXXX-02	Investment Pool	0.02%	\$ 13,294,634.46			\$ 170.12	\$ 13,294,804.58
Texas Range	Debt Service	XXXX-04	Investment Pool	0.02%	\$ 208,597.03			\$ 2.67	\$ 208,599.70
Texas Range	Bond Construction	XXXX-05	Investment Pool	0.02%	\$ 208,591.03			\$ 2.67	\$ 208,593.70
Texas Range	Child Nutrition	XXXX-08	Investment Pool	0.02%	\$ 707,638.09			\$ 9.06	\$ 707,647.15
			<b>Total Texas Range:</b>		<b>\$ 14,419,460.61</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 14,419,645.13</b>
			<b>Total Cash &amp; Investments</b>		<b>\$ 78,130,025.93</b>	<b>\$ 36,639,485.91</b>	<b>\$ 24,718,897.09</b>	<b>\$ 6,738.12</b>	<b>\$ 90,057,445.13</b>

Long-term investments include unrealized gains/losses; therefore, "book value" is estimated value at maturity, as of this report date.  
All cash, cash equivalents and other investments are in compliance with the GISD investment policy and also Texas Government Code, Chapter 2256.

Note: Texas Range formerly Texas Term

Connie Morgenroth, Assistant Superintendent for Business and Operations

GALVESTON ISD  
TAX COLLECTIONS BY FUND  
AS OF 02/28/2022

FUND	FUND	OBJ	OBJ	Revised Budget 2021-2022	FYTD Activity 2021-2022	February 2021-2022 Monthly Activity	2020-21 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	\$ 87,694,702	\$ 77,091,631	\$ 17,431,765	\$ (10,603,071)
199	GENERAL FUND	5712	TAXES-DELINQUENT	\$ 1,622,352	\$ 589,605	\$ 112,690	\$ (1,032,747)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 1,050,000	\$ 313,175	\$ 101,198	\$ (736,825)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ -	\$ -	\$ -	\$ -
FUND TOTAL				\$ 90,367,054	\$ 77,994,411	\$ 17,645,653	\$ (12,372,643)
YTD AS A % OF BUDGET				86.3%			

FUND	FUND	OBJ	OBJ	Revised Budget 2021-2022	FYTD Activity 2021-2022	February 2021-2022 Monthly Activity	2020-21 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	\$ 8,073,481	\$ 7,094,407	\$ 1,601,912	\$ (979,074)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	\$ 149,359	\$ 58,686	\$ 11,354	\$ (90,673)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 93,000	\$ 30,944	\$ 9,696	\$ (62,056)
FUND TOTAL				\$ 8,315,840	\$ 7,184,037	\$ 1,622,962	\$ (1,131,803)
YTD AS A % OF BUDGET				86.4%			

**GALVESTON ISD**  
**BOND FUND EXPENDITURE SUMMARY BY PROJECT & CENTER**  
**FY 2021-2022 AS OF 02/28/2022**

Bond authorization (including premium on bonds sold) ->	\$31,275,439.32
Rebates	\$232,153.53
Return on Investments	886,554.61
<b>Total Available</b>	<b>\$32,394,147.46</b>
Expended 2017-18	\$1,222,084.02
Expended 2018-19	\$15,037,128.42
Expended 2019-20	\$12,874,404.54
Expended 2020-21	\$2,996,982.54
Expended + Encumbered 2021-2022	\$203,078.00
<b>Expended + Encumbered All Years</b>	<b>\$32,333,677.52</b>
Balance	\$60,469.94
Expended + Encumbered % (of Total Available) ->	99.8%

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\*Reflects actual expenses and encumbrances in District software system.

\*Lovenberg Trust - \$581,029.62 of middle school project expenditures were transferred from Bond 2018 fund to Lovenberg Trust fund.

Galveston ISD											
2018 Bond Construction Status by Project											
Row	A	B	C	D	E	F	G	H	I	J	K
	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK ( Budget Bond Amount)	Difference	Project Status
1	SPOOR FIELD/TRACK	B01	\$1,377,659.00	\$82,659.54			\$19,716.65	\$1,480,035.19	\$1,765,125.00	\$285,089.81	Warranty
2	SECURITY VESTIBULES	B02	\$532,400.00	\$31,944.00			\$4,319.24	\$568,663.24	\$234,225.00	(\$334,438.24)	Warranty
3	BUS PURCHASES	B03	\$2,487,757.36	\$0.00			\$0.00	\$2,487,757.36	\$2,000,000.00	(\$487,757.36)	Closed
4	WHITE FLEET REPLACE VEHICLES	B04	\$606,143.23	\$0.00			\$0.00	\$606,143.23	\$500,000.00	(\$106,143.23)	Closed
5	TECHNOLOGY REPLACEMENT/UPGRADE	B05	\$2,020,674.92	\$0.00			\$0.00	\$2,020,674.92	\$2,000,000.00	(\$20,674.92)	Closed
6	SECURITY CAMERAS	B06	\$509,999.25	\$0.00				\$509,999.25	\$500,000.00	(\$9,999.25)	Warranty
7	Spoor field wireless for streaming	B06	\$2,250.00					\$2,250.00	\$0.00	(\$2,250.00)	closed
8	FLOORING	B07	\$253,389.50	\$0.00			\$0.00	\$253,389.50	\$358,425.00	\$105,035.50	Warranty
9	Flooring Abatement	B07	\$11,634.25					\$11,634.25	\$0.00	(\$11,634.25)	Closed
10	MEP Package 1 (Oppe, la Morgan, Oppe, parker)	B08	\$1,392,714.00	\$82,607.95		\$23,000.00	\$8,074.74	\$1,506,396.69	\$1,501,065.00	(\$5,331.69)	Warranty
11	MEP Package 2 (Oppe, parker)	B08	\$62,625.00	\$3,757.50				\$66,382.50	\$550,125.00	\$483,742.50	Warranty
12	MEP Package 3 (Central, San Jac, Alamo, Crenshaw)	B08	\$806,482.00	\$47,118.60				\$853,600.60	\$1,294,110.00	\$440,509.40	Warranty
13	MEP Package 4 (Crenshaw office unit, Admin, Austin, central)	B08	\$1,038,759.00	\$62,325.54				\$1,101,084.54	\$922,235.00	(\$178,849.54)	Punch
14	MEP Package 5 (ball fire pump, Weis insulation, Rosenberg water heater and water heater)	B08	\$122,060.00	\$7,081.80				\$129,141.80	\$162,797.00	\$33,655.20	Warranty
15	MEP Package 6 (Ball Cooling Tower and check valves, Rosenberg CHWP)	B08	\$499,684.00	\$29,415.00				\$529,099.00	\$842,535.00	\$313,436.00	Punch
16	MEP Transportation Package	B08	\$59,485.00	\$3,569.10				\$63,054.10		(\$63,054.10)	Warranty
17	MEP Water Treatment	B08	\$10,275.00	\$0.00				\$10,275.00		(\$10,275.00)	Closed
18	Ball - LED Theatrical Lighting Dimmer System	B08	\$188,622.00					\$188,622.00	\$162,000.00	(\$26,622.00)	Warranty
19	Ball Chiller Insulation Direct Work	B08	\$10,000.00					\$10,000.00	\$0.00	(\$10,000.00)	Closed
20	Parker - fire duct detectors	B08	\$5,414.05					\$5,414.05	\$0.00	(\$5,414.05)	Closed
21	REROOFING PHASE 1 (Scott, Central, Ball, Austin)	B09	\$2,060,700.89	\$123,821.70			\$2,992.46	\$2,187,515.05	\$2,190,275.00	\$2,759.95	Warranty
22	MARQUEES	B10	\$50,636.82					\$50,636.82	\$105,000.00	\$54,363.18	Closed
23	FUEL CANOPY - BUS BARN	B11	\$10,365.00					\$10,365.00	\$67,500.00	\$57,135.00	Closed
24	PARKER-REBUILD GYM	B15	\$3,438,845.68	\$206,737.41			\$67,745.27	\$3,713,328.36	\$3,723,975.00	\$10,646.64	Warranty
25	Parker Gym - FFE	B15	\$8,740.00					\$8,740.00	\$0.00	(\$8,740.00)	WIP
26	Parker Gym - Purchase Projector with Contractor Retainage Funds	B15	\$6,778.00					\$6,778.00	\$0.00	(\$6,778.00)	Warranty
27	LED Lighting Retrofit	B16	\$1,746,025.00					\$1,746,025.00	\$1,700,000.00	(\$46,025.00)	Warranty
28	LED Lighting Fixtures Transportation Storage	B16	\$9,666.00					\$9,666.00	\$0.00	(\$9,666.00)	Closed
29	Baseball and Softball Infield Turf	B17	\$634,520.00	\$38,071.20			\$10,968.78	\$683,559.98	\$685,707.73	\$2,147.75	Warranty
30	Baseball and Softball sprinkler work	B17	\$4,958.00					\$4,958.00	\$0.00	(\$4,958.00)	Closed
31	Baseball backstop padding	B17	\$4,750.00					\$4,750.00	\$0.00	(\$4,750.00)	Closed
32	Baseball concrete visitors dugout	B17	\$5,125.00					\$5,125.00	\$4,050.00	(\$1,075.00)	Closed
33	Softball backstop padding	B17	\$21,632.50					\$21,632.50	\$8,100.00	(\$13,532.50)	Closed

Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK ( Budget Bond Amount)	Difference	Project Status
34	Baseball roof replacement dugout, ticket	B17	\$7,697.23					\$7,697.23	\$0.00	(\$7,697.23)	Closed
35	NEW BUS WASH	B18	\$180,849.36	\$10,945.92				\$191,795.28	\$135,000.00	(\$56,795.28)	Closed
36	TEST DRINKING WATER	B19	\$40,460.00					\$40,460.00	\$40,500.00	\$40.00	Closed
37	Plumbing Repair	B19	\$10,620.00					\$10,620.00	\$0.00	(\$10,620.00)	Closed
38	BHS LECTURE HALL REPLCE SEATNG	B20	\$18,638.00					\$18,638.00	\$6,480.00	(\$12,158.00)	Closed
39	CRENSHAW IMPROVEMENTS (insulation, ramp, painting, wet glazing, soft sealants)	B21	\$676,595.00	\$40,105.86			\$770.37	\$717,471.23	\$678,575.00	(\$38,896.23)	punch
40	PBK Invoices Not Distributed to Projects	B22									
41	REFURBISH TENNIS COURTS	B24	\$247,240.00	\$14,834.40			\$3,640.59	\$265,714.99	\$263,250.00	(\$2,464.99)	Closed
42	Tennis Court Restroom Repair	B24	\$10,654.00					\$10,654.00	\$0.00	(\$10,654.00)	Closed
43	REPLACE DOOR HARDWARE	B25	\$64,820.05					\$64,820.05	\$68,850.00	\$4,029.95	Closed
44	Crenshaw Vestibule Door Hardware	B25	\$5,713.47					\$5,713.47	\$0.00	(\$5,713.47)	Closed
45	REROOFING PHASE 2 (Oppe, Alamo, Austin, Courville, Central, San Jac)	B27	\$2,196,163.14	\$134,358.43			\$793.02	\$2,331,314.59	\$2,669,895.00	\$338,580.41	Closed
46	Approved Direct Work from Retainage (CS Advantage) Central Gym Floor	b27	\$43,144.00					\$43,144.00	\$0.00	(\$43,144.00)	Closed
47	Roofing Repair Direct Contract Work	B27	\$58,526.12					\$58,526.12	\$0.00	(\$58,526.12)	Closed
48	Asbestos Abatement	B28	\$74,746.25					\$74,746.25		(\$74,746.25)	Closed
49	Baseball Backstop Netting (change order to DW Site Improvements)	B29 B32 B17	\$196,088.85					\$196,088.85	\$0.00	(\$196,088.85)	Closed
50	COURVILLE/DW SITE IMPROVEMENTS (baseball covered batting, baseball fence and soft sealants, softball backstop netting and soft sealants,oppe fence, la Morgan canopy, stadium press box windows, spalling repairs, la Morgan roof repair, la Morgan spalling repair, Central fence replacement)	B29 B32 B17	\$1,268,800.00	\$76,128.00			\$28,527.17	\$1,373,455.17	\$1,819,717.27	\$446,262.10	Closed
51	REROOFING PHASE 3 (Priority Repairs)Alamo, ball, Scott	B30	\$142,185.00	\$6,813.06				\$148,998.06	\$0.00	(\$148,998.06)	Closed
52	Tennis Court LED Lights (Electrical install)	B31	\$54,015.67					\$54,015.67	\$0.00	(\$54,015.67)	Warranty
53	Tennis Court LED Lights (Light Poles)	B31	\$284,400.00	\$17,064.00				\$301,464.00	\$0.00	(\$301,464.00)	Warranty
54	MEP Package 7 (Central MS)	B33	\$2,013,841.95	\$119,131.14				\$2,132,973.09	\$486,000.00	(\$1,646,973.09)	Warranty
55	REROOFING Project 3 (Rosenberg)	B34	\$1,395,809.70	\$83,748.60			\$5,909.88	\$1,485,468.18	\$1,406,700.00	(\$78,768.18)	WIP
56	MEP Package 9 (Rosenberg - change out a/c controls)	B35	\$100,340.00					\$100,340.00	\$434,565.00	\$334,225.00	Closed
57	MEP Package 8 (Annex change out D/X units)	B36	\$272,128.00	\$16,157.40				\$288,285.40	\$202,365.00	(\$85,920.40)	punch
58	Ball - Tie in 2 chill and 2 hot water loops	B37	\$352,023.00	\$22,374.96				\$374,397.96	\$433,350.00	\$58,952.04	Warranty
59	Ball - replace domestic water heater	B37	\$25,893.00					\$25,893.00	\$34,830.00	\$8,937.00	Warranty
60	District Wide Change out Exhaust Fans	B38	\$372,915.00	\$22,674.96				\$395,589.96	\$274,725.00	(\$120,864.96)	WIP
61	PBK Invoices Not Distributed to Projects 2	B39									
62	Crenshaw retrofit sprinkler heads	B40	\$19,630.73					\$19,630.73	\$10,000.00	(\$9,630.73)	Closed

Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK ( Budget Bond Amount)	Difference	Project Status
63	White boards and bulletin Boards (Elementary)	B41	\$139,932.80					\$139,932.80	\$200,000.00	\$60,067.20	Closed
64	REROOF PHASE 4 (Admin, Annex, Parker, Weis)	B46	\$292,411.03	\$17,544.66			\$728.35	\$310,684.04	\$242,000.00	(\$68,684.04)	Punch
65	Elementary School Furniture	M28	\$113,266.80					\$113,266.80		(\$113,266.80)	Closed
66	Box Truck Warehouse/Band	M29	\$78,959.00					\$78,959.00	\$0.00	(\$78,959.00)	Closed
67	Softball and Baseball LED lighting Retrofit	B44	\$315,000.00					\$315,000.00	\$0.00	(\$315,000.00)	Warranty
68	Central / Weis Door Hardware Retrofit	B45	\$103,115.36					\$103,115.36	\$0.00	(\$103,115.36)	Closed
69	BOND-COST OF ISSUANCE/UW DISC	B97	\$275,439.32					\$275,439.32	\$0.00	(\$275,439.32)	Closed
70	Bank Fee's	L1R						\$90.00		(\$90.00)	
71	Unassigned	B99		\$0.00				\$0.00	\$286,788.00	\$286,788.00	
72	Parker Replace gym doors paint								\$29,160.00	\$29,160.00	Deleted
73											
74	Column Totals		\$31,452,832.28	\$1,300,990.73	\$0.00	\$23,000.00	\$154,186.52	\$32,931,099.53	\$31,000,000.00	(\$1,931,099.53)	
75	Bond Premium on Bonds Sold								\$275,439.32	\$275,439.32	
76	Rebates and investment revenues								\$1,127,194.42	\$1,127,194.42	
77	Lovenberg Fund 836 Funded Project B09									\$581,029.62	
78	Cumulative variance								\$32,402,633.74	\$52,563.83	

VENDORS WITH AGGREGATE PURCHASES IN FY 2021-2022 THAT EXCEED \$50,000

<b>VENDOR</b>	<b>AMOUNT</b>
GALVESTON INSURANCE ASSOCIATES	1,900,851.00
GLAZIER FOODS COMPANY	912,813.92
MOODY EARLY CHILDHOOD CENTER	672,459.24
CAVALLO ENERGY TEXAS LLC	473,645.05
GALVESTON CENTRAL APPRAISAL DISTRICT	373,400.02
CFI MECHANICAL, INC.	297,351.51
TEEN HEALTH CENTER, INC	293,770.92
FAMILY SERVICE CENTER OF GALVESTON COUNTY	241,013.37
GALVESTON COLLEGE	235,982.83
CAREHERE LLC	184,692.76
T-MOBILE USA, INC	175,799.98
BORDEN DAIRY	173,222.39
TEAL CONSTRUCTION COMPANY	172,890.01
CHALLENGE OFFICE PROD INC	158,288.78
SKYWARD, INC	156,736.75
CITY OF GALVESTON	143,324.93
PETROLEUM TRADERS CORPORATION	140,283.77
DELL MARKETING LP	127,100.65
HARDIES	120,966.21
VERNIER SOFTWARE & TECHNOLOGY, LLC	117,360.00
EDGENUITY INC	117,000.00
AMAZON CAPITAL SERVICES	115,104.99
STRATEGIC EQUIPMENT LLC	111,690.73
WEXFORD INC	107,500.00
RAE SECURITY, INC.	97,763.05
UTMB AT GALVESTON OSP DEPT. 750	97,366.86
HEINEMANN PUBLISHING	94,669.38
VLK ARCHITECTS, INC	91,800.35
COBURN SUPPLY CO	90,211.65
MATERA PAPER COMPANY	87,877.42
AT&T	79,703.34
REGION 4 ESC BUSINESS OFFICE	75,567.68
NWEA	72,701.75
KICKSTART KIDS	65,000.00
WELLS FARGO FINANCIAL SERVICES, LLC	63,496.32
CRESCENT ELECTRIC	56,266.58
IMAGINE LEARNING INC	56,250.00
KLEEN SUPPLY CO	55,597.83
THE ARTIST BOAT, INC.	55,108.52
BE A CHANGE, LLC	54,000.00
PROJECT LEAD THE WAY	53,861.00
DICKINSON ISD	52,887.78
<b>Total</b>	<b>8,823,379.32</b>

LOCAL VENDOR ACTIVITY FOR FY  
2021-2022

A B SIGN SHOP	4,376.58	77551
A. SMECCA INC	13,358.58	77550
ALERT ALARMS	7,490.00	77550
ALEXANDRA VASUT	500.00	77551
ALEXANDRIA KNIGHT	1,000.00	77554
AMERICAN NATIONAL INSURANCE COMPANY	5.50	77550
AMY NEBLETT	43.25	77554
ANASTASIA KUZMINA	1,000.00	77550
ARIEL MUNGUIA	500.00	77551
ASHLEIGH RENE REAGOR	1,000.00	77550
ASIA SUAYAN	500.00	77551
AYIANNA DESEANA ABNEY	1,000.00	77551
BEACHTOWN LAWN SERVICE, LLC	37,950.00	77554
BHS CTE FABLAB	637.00	77550
BOY SCOUTS OF AMERICA BAY AREA COUN	1,000.00	77551
BREEZEWAY CUSTOM SCREENPRINTIN	1,270.00	77551
BRIAN PATRICK KOVICH	500.00	77554
BROOK MILLER	461.11	77550
CALLIE WALKER CREATIVE	3,040.00	77554
CARAVAGELI VENTURES INCORPORATED	504.00	77550
CARLOS VELAZQUEZ	500.00	77550
CARRISA RODRIGUEZ	500.00	77551
CATHERINE SHELTON PICKAVANCE	333.62	77550
CATHY LEDOUX	151.20	77550
CHALMERS HARDWARE & EMBROIDERY	6,810.77	77550
CITY OF GALVESTON	152,592.65	77553
CLAIRA GARCIA	1,000.00	77551
CLASSIC AUTO GROUP	199.51	77554
CLASSIC FORD GALVESTON	2,080.88	77553
CLAY CUP STUDIOS	2,815.00	77550
CONNIE MORGENROTH	64.00	77550
COUNTY OF GALVESTON	12,516.72	77553
COURTNEY DOHRING	500.00	77551
DANIEL CISNEROS JR.	500.00	77551
DAVID H JR O'NEAL	243.92	77550
DEBBIE PRAKER	49.26	77550
DIEGO AGUILAR	500.00	77551
DILL, LISA	142.40	77550
DONNA L WESTERN	60.93	77550
EDUARDO RAMOS	500.00	77550
EMILY SHOTWELL	69.66	77550
ERIC MUELLER	125.93	77550
ESCAMILLA	1,200.00	77550
EVA BUI	500.00	77550

LOCAL VENDOR ACTIVITY FOR FY  
2021-2022

EYLEEN KARYME FUENTES	1,000.00	77550
FAMILY SERVICE CENTER OF GALVESTON	272,443.85	77550
FAS TRAC JOB TRAINING CENTER	8,781.00	77551
FASTSIGNS OF GALVESTON	2,665.72	77551
FLAMINGO GARDENS INC	13,000.00	77551
GALVESTON CHAMBER OF COMMERCE	4,850.00	77550-1501
GALVESTON COLLEGE	323,471.83	77550
GALVESTON COUNTY AUDITOR'S OFFICE (	15,525.28	77553
GALVESTON COUNTY TAX-ASSESSOR	10,770.38	77550
GALVESTON HISTORICAL FOUNDATIO	1,100.00	77550
GALVESTON INSURANCE ASSOCIATES	1,900,851.00	77552-6767
GALVESTON ISD ADMIN PRINT SHOP	3,195.13	77550
GALVESTON KIWANIS CLUB	115.00	77552
GALVESTON PRINTING, LLC	180.00	77550
GALVESTON RENTALS, INC	654.50	77554
GALVESTON SCHOOL EMPLOYEES FEDERAL	348,143.00	77551
GALVESTON VETERINARY CLINIC	693.46	77551
GALVESTONS OWN FARMERS MARKET	24,799.20	77553
GEORGIA SHERROD	89.35	77550
GISD CHILD NUTRITION	10,664.45	77550
GISD EDUCATIONAL FOUNDATION	14,607.50	77550
GRG CATERING INC	400.00	77550
GRIVA PATEL	500.00	77550
GULFSIDE O/H DOOR	585.00	77551
HEAVEN BARRIENTOS	1,000.00	77551
HICKS CO, W U-HAUL	2,299.00	77554
HIDEAKI YAMAMOTO	500.00	77550
HOUSTON PIZZA VENTURES	175.80	77551
IDEAL LUMBER CO	8,933.27	77552-0187
INDUSTRIAL MATERIAL CORP	1,995.76	77554
ISAAC ALEGRIA	1,000.00	77551
JACOB DAEHNKE	393.20	77550
JAKIRRAH JENKINS	500.00	77550
JAYLINN CHAVEZ	500.00	77551
JEAN LANGEVINE	107.94	77550
JEFFREY J PUCCIARELLO	507.49	77551
JEFFREY POST	275.32	77550
JESSE GARZA	116.00	77550
JILLIAN NICOLE HESTER	500.00	77554
JOE TRAMONE REALTY INC.	300.00	77550
JOSEPH ALEXANDER	500.00	77550
JOSHUA PLATT	339.03	77550
JOSHUA RAYSHON JONES	500.00	77551
JOSSIE QUINTANA	348.83	77550

LOCAL VENDOR ACTIVITY FOR FY  
2021-2022

JUDITH MCWILLIAMS	408.61	77550
JULIE SCHMID	44,800.00	77554
JULIE TOVAR	500.00	77551
KARI MAHEALANI NANCE	1,000.00	77551
KATHLEEN DISPENSA	360.16	77550
KELLEY HULL	74.58	77550
KELLY CONTELLA	500.00	77551
KLEEN SUPPLY CO	56,580.75	77553
LAURA VAIL	136.00	77550
LEON'S WORLD'S FINEST IN AND OUT B-	2,000.00	77551
LIBERTY L COX	600.00	77554
LILIAN STARR DUPONT	500.00	77551
LISA LELAND	366.49	77550
LISTER PLUMBING CO	13,768.05	77553
MARIA FUENTES	500.00	77551
MARIAH RAE ROBLES	1,000.00	77550
MARILU DIAZ-GARCIA	500.00	77550
MARTY'S CITY AUTO INC	5,279.78	77550
MARTY'S TOWING LLC	350.00	77550
MARY JEAN SARGENT	325.00	77551
MARY JO NASCHKE	6,000.00	77550
MELINDA QUIROGA KERSHAW	136.00	77551
MELISSA RUTH DESKINS	9,360.00	77551
MIA CARDENAS	1,000.00	77551
MIA DANIELLE ZAMARRON	500.00	77551
MICHELLE PROFITT	116.00	77551
MICHELLE STEPHENSON	1,080.00	77554
MOODY EARLY CHILDHOOD CENTER	748,950.78	77550
MOODY GARDENS GOLF COURSE	4,021.00	77554
MOODY GARDENS INC	888.00	77554
NOA SEIGAL	500.00	77554
RAMON CARRILLO	500.00	77550
RENAE NICOLE HORTON	1,000.00	77550
REPUBLIC PARTS CO	17,246.56	77550
RONALDO DE LA GARZA	1,000.00	77550
ROTARY CLUB OF GALVESTON ISLAND	570.00	77552
ROUX HOUSE PRODUCTIONS	1,617.50	77550
SAMANTHA MALCHAR	1,220.00	77554
SARA BORCHGARDT	388.00	77550
SARA GABRIEL	1,000.00	77551
SCOTTY'S OVERHEAD DOOR	11,170.00	77554
SEBASTIAN HERNANDEZ	500.00	77551
SELENA RAE CRUZ	500.00	77551
SHARON PRAKER	49.26	77550

LOCAL VENDOR ACTIVITY FOR FY  
2021-2022

SHERWIN-WILLIAMS CO, THE	4,405.70	77551
SHREYA SRIVASTAVA	1,000.00	77550
SICILIAN BROTHERS INC, DBA GINOS IT	68.17	77551
SMART FAMILY LITERACY INC	5,500.00	77551
SMART FAMILY LITERACY INC	600.00	77550
SOFIA GRASSO	500.00	77551
SOFIA IXCOTOYAC	1,000.00	77550
STEPHANIE GARCIA	1,000.00	77551
STEVES WAREHOUSE TIRES	84.95	77551
STEWART'S PACKAGING INC	2,824.13	77550
SUNFLOWER BAKERY	315.95	77550
TEEN HEALTH CENTER, INC	293,770.92	77553
TER'NIQUE WELLS-WEBB	1,000.00	77551
THE ARTIST BOAT, INC.	55,108.52	77554
THE SAN LUIS	1,460.34	77551
THE SPOT	486.75	77553
THIRD COAST R & D, INC.	3,600.00	77550
THOMAS THAT HO TON	1,000.00	77551
TOMYRA JACOBS	1,000.00	77550
TONY & BROS TOWING & REPAIR	300.00	77551
TOP GEAR	20,065.08	77551
TREASURE ISLAND TROPHIES	5,024.00	77551
UPWARD HOPE ACADEMY	16,666.64	77550
US POSTAL SERVICE	1,624.00	77550-9998
UTMB REHABILITATION SERVICES	16,000.00	77555-0596
VANESSA MUNOZ	1,000.00	77551
VIKKI CURRY	54.00	77550
VILLAGE HARDWARE	7,606.64	77551
WEST ISLE URGENT CARE	8,969.00	77551
WILLIAM WATTS	500.00	77554
YAGA TROPICAL CAFE, INC	1,228.80	77550
YARITSA CASTANEDA	500.00	77550
ZAHRAH EKTEFAEI	453.06	77550
ZULMA ORTIZ	500.00	77551
Total	4,634,048.93	

Galveston Independent School District  
**Budget Projections**  
 Tax Rate 2021: \$.9570 (\$.8820 + \$.0812)

Budget Worksheets  
 March 2022

Budget Assumptions	Adopted 2021-2022	Projected 2021-22	Projected 2022-23	Projected 2023-24	Projected 2024-25
Enrollment	6720	6378	6442	6506	6571
ADA	6065	5920	5878	5986	6046
Property Value Growth	19.2%	19.2%	3.5%	3.5%	3.5%
Projected M&O Tax Rate	\$0.8820	\$0.8820	\$0.8820	\$0.8737	\$0.8655
Projected I&S Tax Rate	\$0.0812	\$0.0812	\$0.0710	\$0.0680	\$0.0655
Projected Total Tax Rate	\$0.9632	<b>\$0.9632</b>	\$0.9530	\$0.9417	\$0.9310
Increase (Decrease) in Tax Rate		-\$0.0632	-\$0.0102	-\$0.0113	-\$0.0107
Tax Revenue	\$ 89,317,054	\$ 87,905,553	\$ 90,883,157	\$ 94,257,621	\$ 96,766,744
Other Local Revenue	\$ 2,012,680	\$ 2,272,668	\$ 2,012,680	\$ 2,012,680	\$ 2,012,680
State Funding	\$ 1,196,200	\$ 2,422,472	\$ 2,775,650	\$ 2,465,542	\$ 2,760,997
TRS On-Behalf	\$ 3,369,098	\$ 3,123,785	\$ 3,123,785	\$ 3,123,785	\$ 3,186,261
Federal Revenue (SHARS)	\$ 1,028,959	\$ 1,133,840	\$ 875,000	\$ 875,000	\$ 875,000
ESSER Indirect Costs	\$ 1,946,009	<b>\$ 1,881,009</b>	<b>\$ 805,298</b>	<b>\$ 805,298</b>	\$ -
Operating Transfers In - ESSER	\$ 3,841,653	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 102,711,653</b>	<b>\$ 98,739,327</b>	<b>\$ 100,475,570</b>	<b>\$ 103,539,927</b>	<b>\$ 105,601,682</b>
Salaries	\$ 57,470,810	\$ 56,922,782	\$ 57,920,810	\$ 57,920,810	\$ 57,920,810
Salaries -Learning Loss (ESSER)	\$ 3,244,255	\$ -	\$ -	\$ -	\$ -
Salaries Coded to ESSER II	\$ -	<b>\$ (3,841,653)</b>	\$ -	\$ -	\$ -
Salary Decreases - from Attrition	\$ -	\$ -	<b>\$ (1,730,000)</b>	<b>\$ (1,730,000)</b>	<b>\$ (1,730,000)</b>
Operating Budgets	\$ 12,057,275	\$ 13,907,344	\$ 12,057,275	\$ 12,057,275	\$ 12,057,275
Recapture	\$ 30,047,660	\$ 30,544,492	\$ 33,796,325	\$ 35,890,265	\$ 38,072,599
<b>Total Expenditures</b>	<b>\$ 102,820,000 ***</b>	<b>\$ 97,532,966</b>	<b>\$ 102,044,410</b>	<b>\$ 104,138,350</b>	<b>\$ 106,320,685</b>
<b>Surplus (Deficit)</b>	<b>\$ (108,347)</b>	<b>\$ 1,206,361</b>	<b>\$ (1,568,840)</b>	<b>\$ (598,423)</b>	<b>\$ (719,003)</b>
<b>Projected Fund Balance</b>	<b>\$ 30,199,892</b>	<b>\$ 31,514,600</b>	<b>\$ 29,945,759</b>	<b>\$ 29,347,336</b>	<b>\$ 28,628,333</b>
Cumulative fund balance surplus (deficit)		<b>\$ 1,206,361</b>	<b>\$ (362,480)</b>	<b>\$ (960,903)</b>	<b>\$ (1,679,906)</b>
<b>Note: There is \$1.5M per year in ESSER funds reserved in FY 22-23 and 23-24 for one-time pay supplements for staff. In addition, bond resolutions total \$1.29M.</b>					
Net Total State/Local Revenue	\$ 60,465,594	\$ 59,783,532	\$ 59,862,482	\$ 60,832,899	\$ 61,455,141
Change in Formula Funding	\$ 701,468	\$ (682,062)	\$ 78,949	\$ 970,417	\$ 622,242
Number of Days in Reserve	107	118	107	103	<b>98</b>
Property Values (#s in red=estimates)	<b>\$ 10,454,483,923</b>	21.1% \$ 10,292,597,662	19.2% \$ 10,652,838,580	3.5% \$ 11,025,687,930	3.5% \$ 11,411,587,008
CPTD Values	<b>10,526,699,354</b>	19.7% 10,582,684,127	20.4% 10,953,078,072	3.5% 11,336,435,804	3.5% 11,733,211,057
Difference	<b>\$ (72,215,431)</b>	<b>\$ (290,086,465)</b>	<b>\$ (300,239,492)</b>	<b>\$ (310,747,874)</b>	<b>\$ (321,624,049)</b>
<b>HH for Increase in Homestead Exemption</b>			<b>\$111,650</b>	<b>\$114,293</b>	<b>\$115,841</b>
Average Funding per ADA	\$ 9,970	\$ 10,099	\$ 10,184	\$ 10,163	\$ 10,165

Galveston Independent School District  
**Budget Projections**  
Tax Rate 2021: \$.9570 (\$.8820 + \$.0812)

Budget Worksheets  
March 2022

**Note 1:** The District reserved \$1.2M in ESSER III funds for a 2% one-time salary supplement for employees in FY 22-23 and FY 23-24. In addition, \$330K was reserved for performance pay incentives for turnaround campuses. With the Middle School realignment, the performance pay incentive plan was not implemented. Therefore, the District would like to use these funds to increase the one-time salary supplement to 2.5% for FY 22-23 which would benefit all teachers and employees. Since COVID began, teachers and staff have worked harder than ever. With all of the vacant positions in the District, including the auxiliary departments, many are working longer hours to take on job duties from unfilled positions. We believe a 2.5% one-time salary supplement would be good for employee morale and would reward all staff for the extra work these past 2 years.

**Note 2:** Mary Patrick intends to apply for the American Rescue Plan - Homeless Children and Youth (ARP II -HCY) Grant. The purpose and intent of the funding is to increase LEA's capacity to identify, enroll and provide wraparound services to address the unique needs of homeless children and youth due to the impact of COVID-19. The amount of funds requested in the grant will be \$190,268 to be spent over a three-year period that includes this year. Other grants that GISD has been awarded include the Texas Education HCY Grant (\$67,320 per year, for 3 years), and the ARP I – HCY Grant (\$134,640 - to be spent over 3 years).

# Action Sheet

**MEETING DATE:**

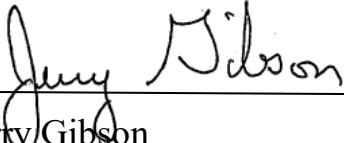
**March 30, 2022**

**AGENDA ITEM:**

Consider approval of the minutes from the Regular School Board Meeting on February 16, 2022 and March 23, 2022.

**RECOMMENDATION:**

**I move that the Board of Trustees approve the minutes from the Regular School Board Meeting on February 16, 2022 and March 23, 2022.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

# Minutes of Regular Meeting

## The Board of Trustees Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held February 16, 2022, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

*A full recording can be found at: <https://gisd.viebit.com/index.php?folder=ALL>*

*Board members in attendance: Smecca, Beeton, Lakin, Brown, Masel, Jobe, O'Neal  
Staff members in attendance: Gibson, Morgenroth, Post, Neighbors, Polzin, Scott, Patrick, Byers, Curry, Miller, Ellinger, Paul, Le, Moore, Rogers, Bly*

1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. --6:06 PM

*Moment of silence for Bill Quiroga and Suzanna Edwards who passed away this week.*

2) Pledge of Allegiance to the United States flag and the Texas flag. --6:07 PM

Presentation of GISD Alumni of the month – Todd Scott --6:08 PM by *Johnny Smecca*

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. --6:29 PM

*Tom Schwenk – Comments about Austin MS*

*Josephine Sullivan – Comments about the “A Night to Shine” event sponsored by the Cristina Grillo Sullivan Foundation – Thanks for Dr. Gibson, Mr. Jobe, Dr. Ramirez from GISD and many others for helping with coordination of this event.*

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. *Board recessed into Closed Executive session at 6:35 PM*

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. --7:02 PM

6) Board President to Appoint Standing Committees. --7:32 PM

*Finance Committee - Chair, Johnny Smecca with Mindy Lakin and Ann Masel*

*Curriculum Committee - Chair, Ann Masel with Shae Jobe, Tony Brown, Beatriz Rodriguez and Stephanie Mendoza*

*Policy Committee Chair, David O'Neal, Members, Mindy Lakin and Elizabeth Beeton*

*Facilities - Chair, Johnny Smecca with Shae Jobe and Elizabeth Beeton*

7) District Reports

A) Superintendent's Report --7:02 PM

1) Young Gardeners presentation --7:03 PM By Honi Alexander

2) Ball High Alumni Recognition --6:08 PM (discussed above)

3) MECC Quarterly Report --7:16 PM by Karin Miller

4) Board Appreciation Month --7:23 PM from our students

--7:23 PM Great things going on with our students! Presentation of students by Dr. Gibson.

B) Board Committee Reports --7:34 PM

1) Policy Committee Chair- Mr. David O'Neal --7:34 PM

2) Curriculum Committee Chair- Ms. Ann Masel --7:36 PM

3) Facilities/Finance Committee Chair- Mr. Johnny Smecca --7:39 PM

8) Financial Reports and Budget Update --7:41 PM by Mr. Smecca

9) CONSENT AGENDA - Action Items --7:44 PM Items R and T pulled and moved to the regular agenda. Motion by Masel, Second by Lakin Comments by Brown. Approved unanimously

A) Consider approval of the minutes from the Regular School Board Meeting on December 15, 2021 and Special Meetings on December 20, 2021, and January 24, 2022.

B) Consider approval of the Board's Time Use Tracker - December 15, 2021

C) Consider approval of personnel resignations and recommendations with contracts.

D) Discuss and consider approval of payment of attorney fees.

E) Consider approval of Budget Amendments

F) Discuss and consider accepting donations in accordance with Board Policy CDC Local.

G) Discuss and consider approval to contract with N2Learning to assist with district planning for school improvement including the facilitation of the Visioning process in an amount not to exceed \$55,000.

H) Discuss and approve CTE and Advanced Academic Administration's request to apply for the JET Grant (Jobs for Education and Texas) in order to expand the construction and industrial trades & operations shop at Ball High School. Not to exceed \$400,000.

I) Discuss and consider approval for an out of state trip to Cozumel Mexico via a Cruise leaving from the Galveston Port on Feb. 2, 2023, for eligible Band and Choir students (75-100 students and 15 chaperones). Select student groups will perform on the ship and all students will be given the cultural experience of visiting Cozumel Mexico.

J) Discuss and Consider out of state trip to Panama, for eligible 7th & 8th grade students at Austin Middle School June 2022.

K) Discuss and consider approval of additional courses as Advanced for 9th graders entering 2022-2023.

L) Discuss and consider approval of purchases exceeding \$50,000 for training and instructional materials through the sole source provider Neuhaus Education Center to support the implementation of the Moody Foundation Community Dyslexia Grant.

M) Discuss and consider approval of purchases exceeding \$50,000 for technology devices to support the implementation of the Moody Foundation Community Dyslexia Grant.

N) Discuss and Consider Resolution to join Central Texas Purchasing Alliance.

O) Discuss and consider the approval for the Human Capital Management Department program to apply for the Texas Education Agency Mentor Program Allotment. The estimated amount of the award is \$108,000.

P) Discuss and Consider Approval of Annual Renewal of Microsoft Volume Licensing Agreement.

Q) Discuss and consider approval of Audit Engagement Letter for the August 31, 2022 Fiscal Year-End Audit

R) Discuss and Consider Approval of Property Insurance Renewal with Galveston Insurance Associates (GIA) --*pulled to Regular Agenda*

S) Automobile and General Liability Insurance Renewal

T) Discuss and Consider approval of the Job Order Contracting procurement method for renovations to Central Middle School related to the Middle School Realignment in 2022-2023. --*pulled to Regular Agenda*

10) REGULAR AGENDA- Action Items --7:45 PM

*Item R pulled from the Consent Agenda --7:45 PM Motion by Masel for option 3, second by Jobe. Discussion at 7:49 PM Approved unanimously*

*Item T pulled from the Consent Agenda --7:56 PM Motion by Jobe to proceed this the proposed project, using (1) job order contracting for those portions of the proposed work which the District's Legal Counsel determined could be performed using job order contracting, and (2) using competitive bidding on those portions of the proposed work estimated at about \$880,000 which the District's Legal Counsel has determined cannot be performed using job order contracting. Second by Masel. Comments by Brown, noting that Trustees had received a written opinion from Legal Counsel concerning the use of job order contracting prior to taking this item up for consideration. Further discussion. Motion passed 6-1, Beeton opposed.*

A) Order by the Board of Trustees of Galveston Independent School District Calling a Bond Election to be Held Within Said District; Making Provisions for the Conduct and the Giving of Notice of the Election; and Containing Other Provisions Relating Thereto.

--8:09 PM Options for components of the proposed bond election were presented.

“Option 3” includes five component propositions :

A. Ball High School	\$229,972,809
Transportation	\$2,820,186
Bond Resolutions	\$1,061,093
Total - Prop A	\$233,855,000
B. Aquatic Center at BHS and Central MS	\$15,980,000
C. Renovations at Central MS	\$8,513,236
Renovation at Collegiate/Weis MS	\$18,745,885
Renovations at Austin MS	\$8,900,000
Total - Prop C	\$36,160,000
D. Technology Equipment	\$4,535,000
E. Courville Stadium	\$24,270,000
Total for all five Components	\$314,800,000

*Motion by Smecca for the Board to call an election for the five propositions included in option 3, second by Jobe. Approved unanimously.*

B) Discuss and Consider for action trustees' request for information concerning a comparison of prices for sports clothing and equipment by the district's prior vendor and those compared to current vendor. --8:40 PM *Deferred*

C) Discuss and consider appointment of District Employee to Respond to Information Requests from Board of Trustees --8:41 PM *Deferred*

11) Suggested Future Agenda Items --8:43 PM

*Masel - Look into tax credits for Middle School renovations included in the called bond election.*

*Smecca – Requested staff provide a presentation at the next curriculum meeting next month concerning how the lottery process currently works for students.*

*Jobe – Requested a presentation at the next curriculum committee meeting concerning the possibility of adding another community at Ball High concerning the Hospitality Industry.*

12) Board Comments --8:50 PM

*O'Neal - Mike Pistone passed away. He was instrumental in setting up the hospitality program years back. Also Alex Prince passed away. He had a 37 year career with the District. Also Lilly Gibson from Rosenberg. Moment of silence for all. Jobe – "A Night to Shine" was a great event.*

13) Adjournment –*Meeting adjourned at 8:52 PM*

*Minutes taken by: Amedia Bly*

Approved on March 30, 2022

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Mr. Tony Brown, President

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Shae Jobe, Secretary

# Minutes of Special Meeting

## The Board of Trustees Galveston Independent School District

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A Special Meeting of the Board of Trustees of Galveston Independent School District was held March 23, 2022, beginning at 12:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

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

*Board in attendance: Beeton, O'Neal, Jobe, Brown and Lakin*

*Staff in attendance: Gibson, Byers, Morgenroth, Patrick, Scott, Rogers and Bly*

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. ~12:00
- 2) 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. ~12:00 none
- 3) REGULAR AGENDA- Action Items
  - A) Discuss and consider approval of the Competitive Sealed Proposal procurement method for renovations to Central Middle School related to the Middle School Alignment in 2022-2023. ~12:00 *Questions from the board to Connie Morgenroth and Paul Byers. Discussion by Board. Motion by Jobe. Second by Beeton. Motion passed 5-0. Masel and Smecca not present*
- 4) Adjournment ~12:11

# Action Sheet

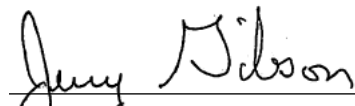
**MEETING DATE:** March 30, 2022

**AGENDA ITEM:** Consider approval of the Board's Time Use Tracker – February 16, 2022.

A function of the governance structure for Galveston ISD Board of Trustees is to regularly measure the amount of time the board focuses on Framework Activities (Vision, Accountability, Structure, Advocacy, and Other).

The data generated from the tracker will inform the Board of the effective and efficient use of time relative to the District's Vision, Mission and Student Outcome Goals.

**RECOMMENDATION:** I move the GISD Board approve the Board's Time Use Tracker for February 16, 2022.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

## Board's Time Use Tracker February 16, 2022

Framework	Activity	Minutes Used	% of Total Minutes Used	Notes
Vision	Student Outcome Goal Setting		0%	
Vision	Student Outcome Goal Monitoring		0%	
Vision	Constraints Setting		0%	
Vision	Constraints Monitoring		0%	
Accountability	Superintendent Evaluation		0%	
Accountability	Board Self- Evaluation		0%	
Structure	Voting	59	43%	1 - consent, 58 - regular
Advocacy	Community Engagement	23	17%	6-public comment, 3-financial reports, 7-MECC Quarterly, 7-Board Reports
Advocacy	Student/Family Engagement	45	33%	21-GISD Alum Presentation, 11-Supt Presentation, 13- Young Gardeners
Advocacy	Community Training		0%	
Other	Other	9	7%	2-Board Comments, 7-Future Agenda Items
<b>Total Student Outcome Goal-focused Minutes</b>		127	93%	
<b>Total Minutes</b>		136	100%	



# Action Sheet

**MEETING DATE:**

**March 30, 2022**

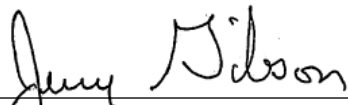
**AGENDA ITEM:**

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  
Superintendent

# Action Sheet

**MEETING DATE:**

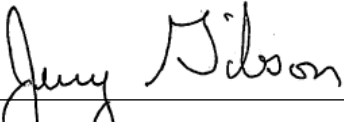
**March 30, 2022**

**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:      \$5,741.25      Invoice #48817 (March 24,2022)

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

# Action Sheet

**MEETING DATE:**

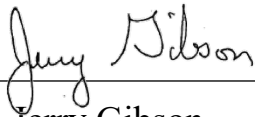
**March 30, 2022**

**AGENDA ITEM:**

Discuss and consider approval of monthly Budget Amendment.

**RECOMMENDATION:**

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



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Dr. Jerry Gibson  
Superintendent



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Connie Morgenroth  
Asst. Superintendent of Business and Operations

**GALVESTON Independent School District  
2021-2022 Proposed Budget Amendment  
March 2022**

	General Fund			Food Service Fund			Debt Service Fund		
	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
<b>Revenues</b>									
Local & Intermediate Sources	\$ 91,340,228	\$ 916	\$ 91,341,144	\$ 390,000	\$ -	\$ 390,000	\$ 8,336,022	\$ -	\$ 8,336,022
State Program Revenues	\$ 4,565,298	\$ -	\$ 4,565,298	\$ 18,000	\$ -	\$ 18,000	\$ 59,978	\$ -	\$ 59,978
Federal Program Revenues	\$ 2,974,968	\$ -	\$ 2,974,968	\$ 5,050,000	\$ -	\$ 5,050,000	\$ -	\$ -	\$ -
Other Resources/ Operating Transfer In (ESSER II Grant)	\$ 3,841,653	\$ -	\$ 3,841,653	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 102,722,147</b>	<b>\$ 916</b>	<b>\$ 102,723,063</b>	<b>\$ 5,458,000</b>	<b>\$ -</b>	<b>\$ 5,458,000</b>	<b>\$ 8,396,000</b>	<b>\$ -</b>	<b>\$ 8,396,000</b>

<b>Function</b>										
11	Instruction	\$ 39,491,981	\$ (32,919)	\$ 39,459,062						
12	Instructional Resources	\$ 350,063	\$ -	\$ 350,063						
13	Curriculum & Inst Staff Dev	\$ 947,555	\$ 4,000	\$ 951,555						
21	Instructional Leadership	\$ 2,079,110	\$ 1,000	\$ 2,080,110						
23	School Leadership	\$ 4,473,280	\$ 60,000	\$ 4,533,280						
31	Guidance/Counseling	\$ 2,161,293	\$ -	\$ 2,161,293						
32	Social Work Services	\$ 289,679	\$ -	\$ 289,679						
33	Health Services	\$ 867,547	\$ -	\$ 867,547						
34	Student Transportation	\$ 3,335,445	\$ -	\$ 3,335,445						
35	Food Services	\$ -	\$ -	\$ -	\$ 5,555,240	\$ -	\$ 5,555,240			
36	Extracurricular Activities	\$ 1,859,261	\$ 68,920	\$ 1,928,181						
41	General Administration	\$ 3,045,482	\$ (145,000)	\$ 2,900,482						
51	Maintenance and Operations	\$ 9,611,486	\$ 69,915	\$ 9,681,401	\$ 558,985	\$ -	\$ 558,985			
52	Security and Monitoring	\$ 1,214,358	\$ -	\$ 1,214,358						
53	Data Processing Services	\$ 2,185,704	\$ 10,000	\$ 2,195,704						
61	Community Services	\$ 1,077,634	\$ -	\$ 1,077,634						
71	Debt Service	\$ -	\$ 200,000	\$ 200,000			\$ 7,690,000	\$ -	\$ 7,690,000	
81	Construction	\$ 1,133,997	\$ 44,830	\$ 1,178,827						
91	Recapture Payment	\$ 30,047,660	\$ -	\$ 30,047,660						
93	Shared Services	\$ 27,500	\$ -	\$ 27,500						
99	Intergovernmental Charges	\$ 756,900	\$ -	\$ 756,900						
<b>TOTAL</b>		<b>\$ 104,955,934</b>	<b>\$ 280,746</b>	<b>\$ 105,236,680</b>	<b>\$ 6,114,225</b>	<b>\$ -</b>	<b>\$ 6,114,225</b>	<b>\$ 7,690,000</b>	<b>\$ -</b>	

<b>Function</b>			
11	\$ 32,081	Central MS FF&E Purchases( MS Alignment)	
	\$ (1,000)	Move to correct Function for office toner	
	\$ (60,000)	Move to correct Function for Summer School Principals	
	\$ (4,000)	Move to correct Function for Staff Development	
<b>TOTAL</b>	<b>\$ (32,919)</b>		
13	\$ 4,000	Move to correct Function for Staff Development	
<b>TOTAL</b>	<b>\$ 4,000</b>		
21	\$ 1,000	Move to correct Function for office toner	
<b>TOTAL</b>	<b>\$ 1,000</b>		
23	\$ 60,000	Move to correct Function for Summer School Principals	
<b>TOTAL</b>	<b>\$ 60,000</b>		
36	\$ 68,920	Central MS FF&E Purchases (MS Alignment)	
<b>TOTAL</b>	<b>\$ 68,920</b>		
41	\$ 10,000	Move to correct Function for Insurance	
	\$ (200,000)	Move copier leases to Function 71 (GASB 87 requirement)	
	\$ 45,000	Increase for Signs for Bond Propositions	
<b>TOTAL</b>	<b>\$ (145,000)</b>		
51	\$ 916	Repair broken glass (offset by retribution)	
	\$ 50,000	Parts for playground repairs at 3 campuses	
	\$ 28,999	Central MS FF&E Purchases (MS Alignment)	
	\$ (10,000)	Move to correct Function for Insurance	
<b>TOTAL</b>	<b>\$ 69,915</b>		

<b>Function</b>			
52			
<b>TOTAL</b>	<b>-</b>		
53	10,000	Central MS FF&E Purchases (MS Alignment)	
<b>TOTAL</b>	<b>10,000</b>		
61			
<b>TOTAL</b>	<b>-</b>		
71	200,000	Move copier leases from Function 41 (GASB 87)	
<b>TOTAL</b>	<b>200,000</b>		
81	44,830	Increase for architect fees related to Central MS renovation	
<b>TOTAL</b>	<b>44,830</b>		

# Action Sheet

**MEETING DATE:**

**March 30, 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.



Dr. Jerry Gibson  
Superintendent



Connie Morgenroth  
Asst. Superintendent of Business and Operations



**Galveston Independent School District  
Donations/Gifts for February 2022**

In accordance with Board Policy CDC (Local), the Board of Trustees of Galveston Independent School District acknowledges and appreciates the following donations:

<b>Date</b>	<b>Recipient</b>	<b>Giver</b>	<b>Gift</b>
02/11/22	FACE	Bonnie Farmer	Clothing, shoes, cleaning products (Valued at \$500+)
02/28/22	FACE	St. Vincent's	St. Vincent's Gift Cards (6 @ \$25)
02/28/22	FACE	St. Vincent's	Food and Produce for Family Giveaway (\$120)
02/28/22	FACE	Communities in Schools	Gift Cards (2 @ \$50)
02/28/22	FACE	Catholic Charities	6 Household Heaters (6 @ \$85)
02/28/22	FACE	AMOCO	(2 @ \$25)
02/28/22	FACE	Future is Us	(6 @ \$10)
02/28/22	FACE	Galveston College	T-shirts, pens, cups
02/28/22	FACE	Hot Topic	Food Preparation for All (\$250)

**NOTE: All of the 2/28/22 Donations were for Doorprizes for the St. Vincent's Black History Program**

# Action Sheet

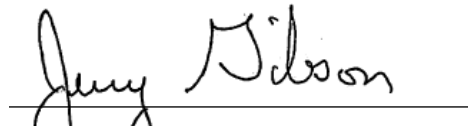
**MEETING DATE:** March 30, 2022

**AGENDA ITEM:** Discuss and consider the adoption of Local District Update 118 affecting the policies listed below.

The Policy Committee met on February 9, 2022 to review the Local Policies for Update 118.

- CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT
- CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY
- DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION
- DP(LOCAL): PERSONNEL POSITIONS
- EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)
- EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES
- EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION
- FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS
- FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE
- FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT
- FL(LOCAL): STUDENT RECORDS

**RECOMMENDATION:** I move that the Board add/revise local policies from Policy Update 118 as recommended by the Board Policy Sub-committee.

  
\_\_\_\_\_  
Dr. Jerry Gibson

Superintendent

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

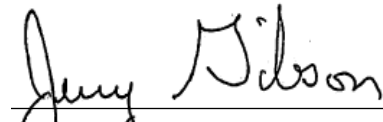
**AGENDA ITEM:**

**Discuss and consider approval for professional services from lead4ward, LLC for an amount not to exceed \$68,000.**

Galveston ISD has requested professional services from lead4ward to provide professional development to teachers and administrators. The professional development assists GISD faculty and staff in building their knowledge and skills to help students excel to a new level of academic success. The professional development will be funded through Title monies.

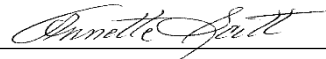
**RECOMMENDATION:**

**I move that the Board of Trustees approve the professional services requested with lead4ward, LLC for an amount not to exceed \$68,000.**



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Dr. Jerry Gibson  
Superintendent



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Dr. Annette Scott  
Assistant Superintendent for  
Student Support

# Action Sheet

**MEETING DATE:**

*Jerry Gibson*  
**March 30, 2022**

**AGENDA ITEM:**

Discuss and consider Resolution to join  
1Government Procurement Alliance

GISD seeks to enter into an Interlocal Agreement with 1Government Procurement Alliance (1GPA) in order to procure staff development and other services from their contracted vendors. A resolution to join the alliance is attached for your review along with the Interlocal Agreement.

**RECOMMENDATION:**

I move that the board approve the  
Resolution to join 1Government  
Procurement Alliance, as  
presented.

*Jerry Gibson*  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

*Connie Morgenroth*  
\_\_\_\_\_  
Connie Morgenroth  
Assistant Superintendent of Business & Operations

**BOARD RESOLUTION  
OF  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Galveston Independent School District has been presented a proposed Interlocal Agreement from 1Government Procurement Alliance by and between the Galveston Independent School District and various other government entities and agencies and found the Agreement to be acceptable and in the best interests of the Galveston Independent School District and its citizens; and

WHEREAS, the Galveston Independent School District pursuant to the authority granted under Sections 791.001 to 791.029 of the Government Code, V.T.C.A., as amended, desires to join in and elects to participate with the described purchasing alliance and its members, both jointly and individually, as well as future members in the pursuit of improving the efficiency, effectiveness and economy of procurement processes; facilitating the exchange of purchasing knowledge processes and documents; and in sharing of purchasing services that will ultimately lead to the efficiencies and potential savings that will be highly beneficial to the taxpayers of the district; and

WHEREAS, the Galveston Independent School District acknowledges its obligation to pay participation fees, if any, to be established by the Alliance in order to offset costs incurred on behalf of the Alliance;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GALVESTON INDEPENDENT SCHOOL DISTRICT, Galveston, Texas:

Section I.

The Agreement is hereby in all things approved and the Board gives the Assistant Superintendent of Business and Operations the authority to execute the document.

Section II.

The Assistant Superintendent of Business and Operations of the Galveston Independent School is hereby designated to act for the District in all matters relating to the 1Government Procurement Alliance including the designation of specific contracts in which the District desires to participate.

Section III.

This resolution shall become effective from and after its passage. DULY PASSED AND APPROVED THIS 30<sup>th</sup> day of March 2022.



## Membership Agreement

This Agreement is entered into this 30th day of March, 2022, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in **Exhibit A** (“Lead Agencies” and individually a “Lead Agency”) and Galveston I.S.D. (“Participating Entity”), a public school district located in the State of Texas. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in **Exhibit A**. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in **Exhibit A**. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
  - a. Insure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
  - b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract, at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
  - c. Make timely payment to the contractor for all products, materials, and services in accordance with the terms and conditions of the 1GPA contract, or other payment arrangements negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or public entity shall be the exclusive obligation of the Participating Entity.
  - d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
  - e. Be responsible for compliance with applicable state or federal laws in determining which goods and services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperatives.
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating

Entity; however, 1GPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure performance from the 1GPA vendor in accordance with the terms and conditions of any issued purchase order does not necessarily require 1GPA to exercise its own rights and remedies.

5. 1GPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a 1GPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if 1GPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in 1GPA.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of Entity: <b>Galveston I.S.D.</b>	Signature:
Select Type of Entity: <input type="checkbox"/> K12 <input type="checkbox"/> Higher Education <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Municipality <input type="checkbox"/> Other	
Address: <b>P.O. Box 660, 3904 Ave. T</b>	Printed Name: <b>Connie Morgenroth</b>
<b>Galveston, Texas, 77553</b>	Title: <b>Assistant Superintendent of Business &amp; Operations</b>
Email: <b>conniemorgenroth@gisd.org</b>	
Date: <b>03/30/2022</b>	Phone Number: <b>(409) 766-5150</b>

1GPA Approvals

1GPA Signature:	
Printed Name:	
Title:	
Date:	

1GPA -  
 1910 W. Washington St. Phoenix, AZ 85009

P: 866/306-3893  
 F: 602/663-9515  
 E: admin@1GPA.org



## **Exhibit A**

### **Lead Agencies**

#### **Arizona**

##### **Northern Arizona University**

545 E. Pine Knoll Drive

Flagstaff, AZ 86011

928.523.5285

##### **Paradise Valley Unified School District**

15002 N. 32nd Street

Phoenix, AZ 85032

602.449.2071

##### **Pinal County ESA**

75 N. Bailey

Florence, AZ 85132

520.450.4477

##### **Yavapai County Accommodation School District**

2972 Centerpointe E. Dr.

Prescott, AZ 86301

928.759.8126

#### **Oregon**

##### **Portland Public Schools**

501 N. Dixon Street

Portland, OR 97227

503.916.3315

#### **Texas**

##### **Deer Park ISD**

2800 Texas Ave.

Deer Park, TX 77536

832.668.7061

\*\*\* THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES

Updated as of 09.15.2021

# Member Contact Information

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

We look forward to serving you!

## **Business Office Point of Contact for 1GPA:**

Name:

Title:

Entity:

Address:

City:

State:

Zip:

Phone:

Email:

## **Purchasing/Procurement Office Point of Contact (if different from above):**

Name:

Title:

Entity:

Address:

City:

State:

Zip:

Phone:

Email:

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

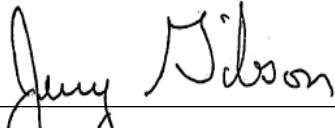
**AGENDA ITEM:**

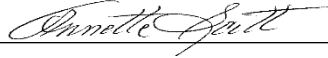
**Discuss and consider approval for professional services from The Flippen Group beginning July 25, 2022 for an amount not to exceed \$150,000.**

Galveston ISD has requested professional services from The Flippen Group. Entering into an agreement will provide the training for staff for our newly reconfigured middle schools and one elementary school. The Flippen Group's professional development model assists in motivating and in empowering GISD faculty and students to excel to a new level of student success. The professional development will be funded through Title monies. Capturing Kids' Hearts (The Flippen Group) has been awarded a contract through 1Government Procurement Alliance (1GPA). Our contract # is: 19-04PV-42, Staff Development. Our approved vendor information can be found on their website at: <https://1gpa.org/vendor/the-flippen-group/>

**RECOMMENDATION:**

**I move that the Board of Trustees approve the professional services requested with The Flippen Group for an amount not to exceed \$150,000.**

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Dr. Annette Scott  
Assistant Superintendent for  
Student Support



# District by Design™ Proposal 2022-2023

Prepared for:  
Galveston Independent School District

February 28, 2022

Vern Hazard  
Capturing Kids' Hearts  
1199 Haywood Dr  
College Station, TX 77845

## Products:

Campus Solutions	Proposed Timeline	Pricing
<p><b>Capturing Kids' Hearts 1™</b> Four, 2 consecutive-day training session(s) for up to 50 participants per session. Includes:</p> <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited Collection of foundational videos and resources in our online portal</li> </ul>	Summer 2022	\$84,000
<p><b>Process Champions™*</b> One, 2-consecutive-day package(s). Includes:</p> <ul style="list-style-type: none"> <li>• 1-day training session for up to 30 participants.</li> <li>• 1-day customized to fit your needs. (Either an additional 1-day training session for separate group of participants or a 1-day strategy visit.)</li> </ul> <p>*Prerequisite: <i>Capturing Kids' Hearts 1</i>, with at least 70% Capturing Kids' Hearts implementation on campus.</p>	Fall 2022	\$15,000
<p><b>Campus TrAction Pac™</b> One, 2-consecutive-day strategy visit(s) involving group and one-on-one sessions with campus administrators and/or Process Champions Team.</p>	Spring 2023	\$5,000
<p><b>CKH Premium™</b> A campus-specific subscription that provides comprehensive, ongoing support to leaders and staff who have completed <i>Capturing Kids' Hearts 1</i>. (Four subscriptions)</p>	2022-2023 School Year	\$20,000

**TOTAL PACKAGE COST (not inclusive of travel)**

**\$ 124,000**



## **Investment Pricing:**

Pricing is valid for 45 days from the date of the proposal. The terms of this proposal do not represent contract terms.

Travel Packages for all events to be billed separately and are not part of the product pricing. Travel will be billed at rate of \$1,000 for one-day events, \$1,500 for two-day events, and \$1,800 for three-day events (per trainer).

Travel rates are subject to change. Travel expenses that Capturing Kids' Hearts has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks' notice, may result in an extra charge to your organization.

### Additional Charges (if applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per *Capturing Kids' Hearts 1*.
- A \$400.00 fee will be charged for each person over 30 not to exceed 35 total per *Process Champions*.

## **Contact Us:**

If you are ready to schedule your events or if you have any questions, please do not hesitate to contact us. We look forward to serving you.

Capturing Kids' Hearts  
Vern Hazard  
Vern.hazard@capturingkidshearts.org  
1199 Haywood Drive  
College Station, TX 77845  
Mobile Phone: 832-206-5170  
Office Phone: 800-316-4311  
Fax: 877-941-4700

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

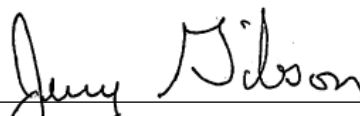
**AGENDA ITEM:**

Discuss and approve GISD/CTE Robotics to travel to the Nationals Robotics Competition in Council Bluffs, Iowa the week of April 3-7, 2022

Ball High School, Austin, and Oppe will be traveling by plane to Council Bluff's IA this year to participate in the U.S. Create National Robotics tournament sponsored by Vex robotics and Robot Events. Eight district employees/coaches, 2 chaperones, and 27 students will be traveling. CTE, ACE and TOR kid's budgets will be paying for the registration, travel, and the per diem.

**RECOMMENDATION:**

**I move that the Board of Trustees approve the GISD robotics trip to compete in the U.S. Open Nationals Robotics Tournament in Council Bluffs Iowa.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

**AGENDA ITEM:**

Consider approval for an out of state trip to NCA Cheer Camp at McNeese State University from June 13<sup>th</sup>-16<sup>th</sup>.

**Tentative Invoice for Ball High Cheer attached.**

**Destination:** Lake Charles, LA

**Time:** June 13<sup>th</sup> – 16<sup>th</sup>

49

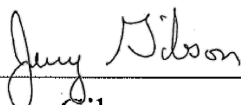
**Estimated Cost:** The cost of the is around \$8,140 to be paid by 2022-2023 Cheer Team


**Chaperones:** Aja Cormier

**Purpose of Trip:** Cheer Camp to learn routines for upcoming season. This camp is less expensive than in-state camps.

**RECOMMENDATION:**

**I move that the Board of Trustees approve the out of state trip to Lake Charles, LA for Ball High Cheer at Ball High School June 13<sup>th</sup> – 16<sup>th</sup>.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

*Campus Approval*  


# Action Sheet

**MEETING DATE:** March 30, 2022

**AGENDA ITEM:** Discuss and consider approval of PK tuition for students who do not qualify for the PK program and provide GISD employees a 25% discount for PK if their children do not qualify for the 2022-2023 school year.

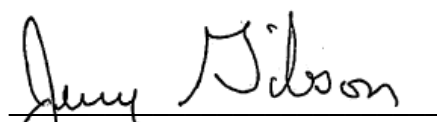
PK-3 (Crenshaw only) and PK-4 will be provided to all students who meet the eligibility requirements. If a student does not meet the eligibility requirements, a parent may elect to pay tuition. Students will be allowed to enroll and pay tuition at a cost of \$430.00 per month for 9 months at a total of \$3,870.00 per year. The children of employees that do not qualify will pay from the following options below. If they elect payroll deduction the amount will be as follows: Full day PK 3 (Crenshaw only) and PK 4 \$2902.50 a year or \$161.25 on the 10<sup>th</sup> and 25<sup>th</sup> of each month for a total of 18 pay periods. To be eligible for tuition, the parent must sign a written financial agreement with the District and they must elect to pay tuition in one of the following ways:

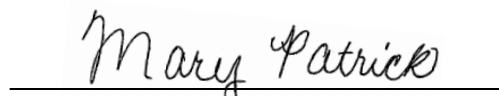
- Payroll deduction if the parent is an employee of the District;
- Monthly bank draft;
- Prepaid for the entire year

MECC (Moody Early Childhood Center) will be following the same guidelines that are presented in this Board Document.

The last price increase was during the 2019-20 school year, when the District increased from \$400.00 per month to \$430.00 a month. The proposed prices for 2022-23 remains unchanged from the prior year.

**RECOMMENDATION:** I move that the Board of Trustees approve the tuition for PK students who are not eligible for the PK-Program as presented and provide GISD employees a 25% discount for PK 3 and PK 4 if their children do not qualify for the 2022-2023 school year.

  
\_\_\_\_\_  
Dr. Jerry Gibson, Superintendent

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

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

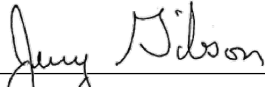
**AGENDA ITEM:**


**Discuss and consider approval of  
Access Control and Burglar  
Alarm System Upgrades using  
remaining Bond 2018 Funds**

All Bond 2018 projects are either complete or in the warranty phase, and the expenditures have been identified and secured. This has resulted in a surplus of \$48,355.38. The District would like to use these funds to replace the existing access control/door intercom systems at Alamo, Austin, Burnet, Central, Crenshaw, Morgan, Oppe, Rosenberg and Weis. The current door intercom systems are at least 12 years old and obsolete and do not provide clear video. The new system will provide 2 indoor viewers that can be moved to different locations as needed. In addition, the intercom video feed will be tied into our existing security camera system allowing for remote monitoring and historical data retrieval. Long-term, the video will tie into the access control system and record video each time a swipe card activates the door. In addition to the replacement of the door intercom systems, we recommend replacing the burglar alarm system at Oppe Elementary School. This system is obsolete and has only one operational keypad. The new system will be IP-based and allow cancellation of one phone line with its associated cost. The total cost of these upgrades is quoted at \$45,704.41; the quote is attached using DIR Contract number DIR-CPO-4766.

**RECOMMENDATION:**

I move that the board approve access control and burglar alarm system upgrades not to exceed \$48,355.38, using remaining Bond 2018 funds, as presented.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Connie Morgenroth  
Asst. Superintendent of Business & Operations

### Access Control and Security Alarm System Project

Location	Description of Work	Cost
Alamo	Replace Existing Door Intercom System	\$6,061.97
Austin	Replace Existing Door Intercom System	\$3,990.46
Burnet	Replace Existing Door Intercom System	\$3,990.46
Central	Replace Existing Door Intercom System	\$3,990.46
Crenshaw	Replace Existing Door Intercom System	\$3,990.46
Morgan	Replace Existing Door Intercom System	\$3,990.46
Oppe	Replace Existing Door Intercom System	\$3,990.46
Rosenberg	Replace Existing Door Intercom System	\$3,990.46
Weis	Replace Existing Door Intercom System	\$3,990.46
Oppe	Upgrade Burglar Alarm System	\$7,718.76
		<u>\$45,704.41</u>
	Bond 2018 Surplus Funds	<u>\$48,355.38</u>
		<b>\$2,650.97</b>



# DISCOVER THE 2N PORTFOLIO

The top-class IP products for your solution





2N's intercom portfolio includes a variety of IP intercom models ranging from basic audio-only units to highly ruggedized emergency call box models, offering versatile **access control, HD camera and two-way communication all-in-one**. These industry-leading, sophisticated, commercial intercoms are suitable for multi-unit residential complexes, commercial buildings or campuses.

An open IP platform offers countless possibilities to integrate with SIP, VAPIX and ONVIF. System integrators can integrate the solution with other building systems and solutions for video surveillance, access control, VoIP communication and more. All advanced licensing features are now automatically enabled in every IP intercom and IP access unit device, at no extra cost.

## 2N® IP & LTE VERSO

Modular door station and intercom with a sleek design and wide range of modules



2N®IP Verso main unit (with camera)

Nickel 9155101C  
Black 9155101CB

2N®IP Verso main unit (without camera)

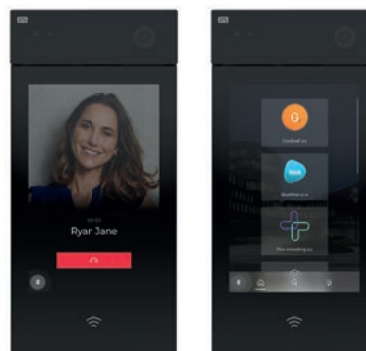
Nickel 9155101  
Black 9155101B

2N®LTE Verso main unit (with camera)

Nickel 9155401C-E  
Black 9155401CB-E

## 2N® IP STYLE

Exceptional door intercom with 10" touchscreen



2N® IP Style: 9157101

2N® IP Style (secured): 9157101-S

Flush box: 9157001

Surface chassis: 9157002

## Extension modules for 2N® IP Verso

Touch Display  
9155036

Bluetooth Reader  
9155046

Fingerprint Reader  
9155045

Touch Keypad  
& RFID Reader  
9155083  
(secured)

Bluetooth  
& RFID Reader  
9155084  
(secured)

Keypad  
Black 9155031B  
Nickel 9155031

## Frames for 2N® IP Verso

Flush installation  
2 modules  
Black 9155012B  
Nickel 9155012

Flush installation  
3 modules  
Black 9155013B  
Nickel 9155013

Surface installation  
2 modules  
Black 9155022B  
Nickel 9155022

Surface installation  
3 modules  
Black 9155023B  
Nickel 9155023

## 2N® IP FORCE



1 Button, Keypad  
9151101KW



1 Button, Pictograms, Reader Ready  
9151101RPW



1 Button, HD Camera  
9151101CHW



2 Buttons, Reader Ready  
9151102CRW



4 Buttons, HD Camera  
9151104CHW

1 Button, HD Camera, Keypad  
9151101CHKW

1 Button, HD Camera, Pictograms,  
Reader Ready  
9151101CHRPW

2 Buttons, HD Camera,  
Reader Ready  
9151102CHRW

## 2N® IP BASE



One or two buttons  
915611CB

## 2N® IP SOLO



with camera

Nickel 9155301CS (surface mount)  
Nickel 9155301CF (flush mount)  
Black 9155301CBS (surface mount)  
Black 9155301CBF (flush mount)

## 2N® IP SOLO



without camera

Nickel 9155301S (surface mount)  
Nickel 9155301F (flush mount)  
Black 9155301BS (surface mount)  
Black 9155301BF (flush mount)

## 2N® IP SAFETY



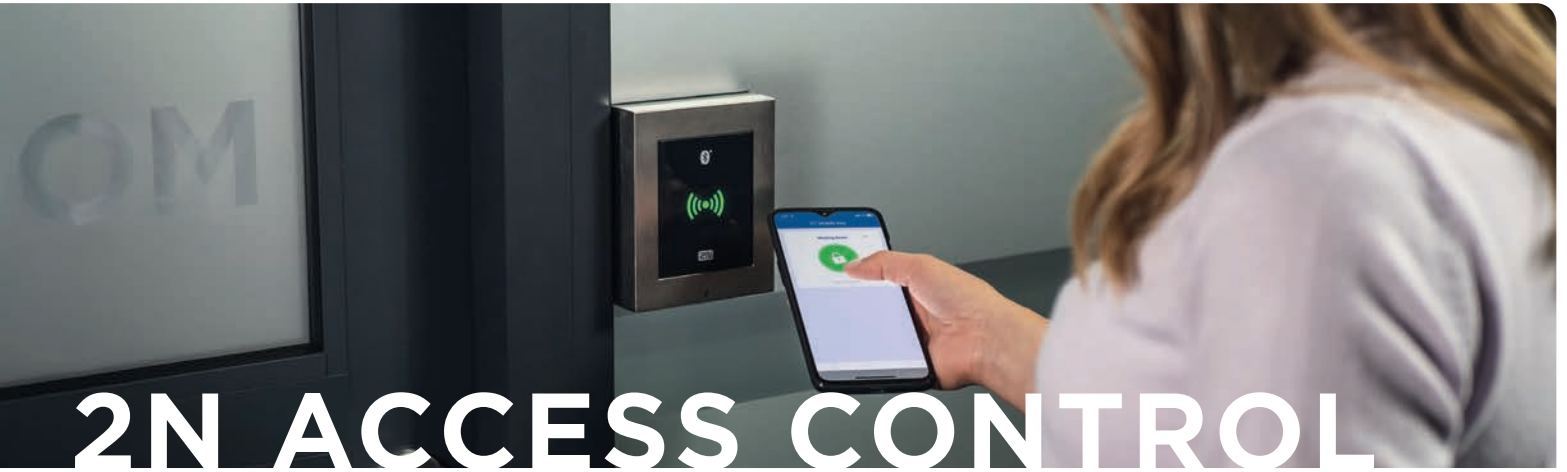
1 Emergency Button,  
10 W Loudspeaker  
9152101MW



1 Button, 10 W  
Loudspeaker  
9152101W



2 Buttons, 10 W  
Loudspeaker  
9152102W



# 2N ACCESS CONTROL

The 2N Access Unit is an access control device based purely on IP technology. **It combines the functions of a traditional controller and edge devices in one unit** supporting different types of credentials.

## 2N ACCESS UNIT M



RFID 13.56 MHZ.  
NFC  
916112



RFID Multi-frequency,  
NFC  
916114



Bluetooth & RFID  
Reader, NFC  
916115



Touch Keypad & RFID  
Reader, NFC  
916116



Mobile credentials  
for free

## 2N® MOBILE KEY

## 2N ACCESS UNIT 2.0



Multi-frequency  
RFID Reader  
9160334



Bluetooth & RFID  
Reader  
9160335



Touch Keypad & RFID  
Reader  
9160336



RFID Reader  
916013



Bluetooth Reader  
916032



Fingerprint Reader  
916031

## 2N® ACCESS COMMANDER



Software available on  
[www.2n.com](http://www.2n.com)

Mini PC  
91379030

## Frames for 2N® Access Unit 2.0



Flush installation  
1 module  
Black 9155011B  
Nickel 9155011



Surface installation  
1 module  
Black 9155021B  
Nickel 9155021

# 2N ANSWERING UNITS

2N offers high-quality, stylish, multi-functional answering units which can fit elegantly with any interior. The portfolio consists of 4 different audio or audio-video communicators and mobile video application for receiving calls. In combination with 2N IP intercoms, the units provide a comprehensive system for door communication and entry management.

## 2N® INDOOR TOUCH 2.0

Multifunctional Communicator with advanced integrations with home automation systems



Black 91378376 (with wifi)  
White 91378376WH (with wifi)  
Black 91378375  
White 91378375WH

## 2N® INDOOR VIEW

Stylish and affordable video answering unit designed for the residential market



Black 91378601  
White 91378601WH

## 2N® INDOOR COMPACT

Stylish and affordable video answering unit designed for the residential market



Black 91378501  
White 91378501WH

## 2N® INDOOR TALK

Indoor audio unit with HD sound to receive calls from any IP intercom



Black 91378401  
White 91378401WH

## 2N® MOBILE VIDEO

Open the door even when you are not home



Application available on



## 2N® IP HANDSET

Basic IP answering unit



Black 1120101B  
White 1120101W



## ABOUT 2N

2N is an industry-leader engaged in the development and manufacture of access control systems including audiovisual IP intercoms, IP answering units and IP access control units. Axis Communications distributes and supports 2N products and solutions in the US, Canada, Mexico, Caribbean, and Central and South America.

# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Alamo - Intercom

**DVXB-16348**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

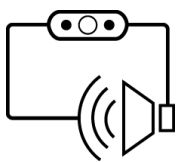
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



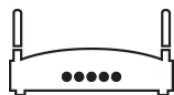
## DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

## Products and Services



Audio Visual



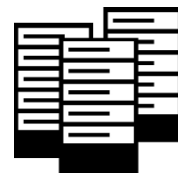
Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



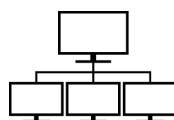
IT Support & Managed Services



Mobility



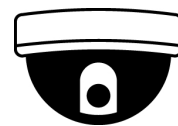
Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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## LOCATION SUMMARY

Location	Price
Video Surveillance	\$498.34
Intercom	\$5,563.63
<b>Total Price (Excludes Sales Tax):</b>	<b>\$6,061.97</b>

# BILL OF MATERIALS

Video Surveillance	Installed Price
--------------------	-----------------

**Video Surveillance Software, Licenses and Maintenance Agreement**

- 2 **Video Insight**  
VI Licenses

<b>Video Surveillance Software, Licenses and Maintenance Agreement</b>	<b>\$498.34</b>
--	-----------------

<b>Total:</b>	<b>\$498.34</b>
---------------	-----------------

Intercom	Installed Price
----------	-----------------

**Intercom**



- 2 **Axis Communications**  
2N Indoor View 7" Touchscreen Master Station



- 2 **Axis Communications**  
2N Desk Stand for Indoor View



- 2 **Axis Communications**  
2N IP Solo Surface Mount Video Door Station



- 2 **Axis Communications**  
2N IP Intercom Security Relay



- 2 **Axis Communications**  
2N IP Solo Surface Mount Backplate

<b>Intercom</b>	<b>\$3,659.00</b>
-----------------	-------------------

**Security Cabling**



- 500 **DataVox**  
Security 18/6 Cabling



- 4 **Security Cat 6 Cable Run**



- 4 **DataVox**  
10' Cat 6 Patch Cable



- 4 **DataVox**  
5' Cat 6 Patch Cable






- 4 **DataVox**  
Miscellaneous Pathway Support and Cabling Material



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Alamo - Intercom

DVXB-16348

	4	<b>General Cable</b> DataVox Security Cat 6 Cabling	
	4	<b>Panduit</b> Cat 6 Modular Jack	
	4	<b>Panduit</b> Cat 6 2 Port Surface Mount Box	
			<b>Security Cabling</b> <b>\$1,463.89</b>

**DataVox Management Services**

	1	<b>DataVox Management Services</b>	
	1	<b>DataVox</b> Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD Drawings, As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training	
			<b>DataVox Management Services</b> <b>\$440.74</b>

			<b>Total:</b> <b>\$5,563.63</b>
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<b>Project Equipment Total:</b>	<b>\$3,822.89</b>
<b>Project Labor Total:</b>	<b>\$2,239.08</b>
<b>Project Total:</b>	<b>\$6,061.97</b>

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# ASSUMPTIONS AND EXCLUSIONS

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- **Access Control:** All access control is assumed to be in place and in working order. Customer is responsible for access control controllers, card readers, enclosures, 120VAC power, fire-rated plywood backboard, network uplink, and normally closed fire relay connectivity.
- **Electrified Hardware:** Electrified hardware including mag locks, electrified panic/exit hardware, electrified strikes, electrified mortise/cylindrical locks, automatic operators, powered hinges, transfer cables, power supplies, rough-in conduit, card readers, badge credentials, REX motion sensors, door contacts, pneumatic push buttons, key switches, fire pulls, STI stoppers, ADA equipment, and exit signs will be provided and installed by others. DataVox will make wire terminations to installed electrified hardware. AHJ code may require additional egress hardware to meet permitting requirements and may result in a change order. Testing and certification of locks is required and DataVox is not responsible for manufacture defects.
- **Intercoms:** Customer to provide all required IP addresses for intercoms prior to installation, including subnet and default gateway. All devices will be within 300ft of a network IDF/ switch when running category 6 cable segments. Unless otherwise defined in this scope of work, intercom communication is at the responsibility of the customer. SIP endpoint, softphones, licenses, mobile applications are outside of this scope of work. Integrated camera video and storage is not included in this scope of work.
- **Network Equipment:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Mobility applications may require Customer to open ports on Firewall. Anti-Virus software will not be installed on any equipment provided by DataVox and is at the responsibility of the Customer. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, POE switches, UPS/ battery back-up, servers and storage, rack equipment, and surge protection will be provided by others.
- **Lift Rental:** Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Gate hardware such as pedestals, concrete, motors, and poles are not included in this scope of work. Conduit pipe and enclosures for warehouse mounted as required will be provided by others. Hard deck ceilings will require pathway, wire mold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
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- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.

*Acknowledged and Accepted*

\_\_\_\_\_ *Initial*

# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the

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workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.

- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90 day parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

## Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security Proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$6,061.97
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<b>Grand Total:</b>	<b>\$6,061.97</b>
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# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$6,061.97
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$6,061.97</b>

*Acknowledged and Accepted*

\_\_\_\_\_  
*Initial*

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# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

**DataVox, Inc.**

**Galveston ISD**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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# TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4470>

# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Austin - Intercom

### DVXB-16350

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

### DataVox TXDPS License B16503

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

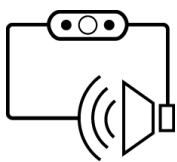
6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300  
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



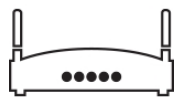
## DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

## Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



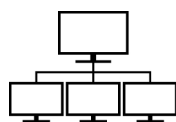
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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## LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS

## Video Surveillance

Installed Price

### Video Surveillance Software, Licenses and Maintenance Agreement

- 1 **Video Insight**  
VI Licenses






**Video Surveillance Software, Licenses and Maintenance Agreement** \$249.17

**Total:** \$249.17

## Intercom

Installed Price

### Intercom




- 
 2 **Axis Communications**  
2N Indoor View 7" Touchscreen Master Station
- 
 2 **Axis Communications**  
2N Desk Stand for Indoor View
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Video Door Station
- 
 1 **Axis Communications**  
2N IP Intercom Security Relay
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Backplate

**Intercom** \$2,480.31



### Security Cabling

- 
 250 **DataVox**  
Security 18/6 Cabling
- 
 3 **Security Cat 6 Cable Run**
- 
 3 **DataVox**  
10' Cat 6 Patch Cable
- 
 3 **DataVox**  
5' Cat 6 Patch Cable
- 
 3 **DataVox**  
Miscellaneous Pathway Support and Cabling Material

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	3	<p><b>General Cable</b> DataVox Security Cat 6 Cabling</p>	
	3	<p><b>Panduit</b> Cat 6 Modular Jack</p>	
	3	<p><b>Panduit</b> Cat 6 2 Port Surface Mount Box</p>	
			<p><b>Security Cabling</b> <span style="float: right;"><b>\$959.10</b></span></p>

**DataVox Management Services**

	1	<p><b>DataVox Management Services</b></p>	
	1	<p><b>DataVox</b> Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD Drawings, As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training</p>	
			<p><b>DataVox Management Services</b> <span style="float: right;"><b>\$301.88</b></span></p>

<b>Total:</b>	<b>\$3,741.29</b>
---------------	-------------------

<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
<b>Project Labor Total:</b>	<b>\$1,534.70</b>
<b>Project Total:</b>	<b>\$3,990.46</b>

# ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Access Control:** All access control is assumed to be in place and in working order. Customer is responsible for access control controllers, card readers, enclosures, 120VAC power, fire-rated plywood backboard, network uplink, and normally closed fire relay connectivity.
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*Acknowledged and Accepted*

\_\_\_\_\_ *Initial*

# BASELINE RESPONSIBILITIES

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- **DataVox Warranty:** A 90 day parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted*

\_\_\_\_\_  
*Initial*

### Customer Responsibilities

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- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
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- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
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*Acknowledged and Accepted*

\_\_\_\_\_  
*Initial*

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
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## Purchase Options

 **Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

*Acknowledged and Accepted*

\_\_\_\_\_

*Initial*

# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

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DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

**DataVox, Inc.**

**Galveston ISD**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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# TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4470>

# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Burnet - Intercom

**DVXB-16351**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

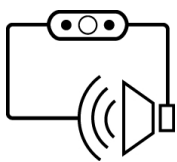
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



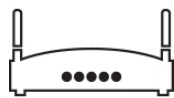
## DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

## Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



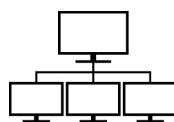
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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## LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS






Video Surveillance	Installed Price
--------------------	-----------------

**Video Surveillance Software, Licenses and Maintenance Agreement**






1	<b>Video Insight</b>		
	VI Licenses		
<b>Video Surveillance Software, Licenses and Maintenance Agreement</b>			<b>\$249.17</b>
<b>Total:</b>			<b>\$249.17</b>

Intercom	Installed Price
----------	-----------------

**Intercom**

	<b>Axis Communications</b>		
	2	2N Indoor View 7" Touchscreen Master Station	
	2	2N Desk Stand for Indoor View	
	1	2N IP Solo Surface Mount Video Door Station	
	1	2N IP Intercom Security Relay	
	1	2N IP Solo Surface Mount Backplate	
<b>Intercom</b>			<b>\$2,480.31</b>




**Security Cabling**

	<b>DataVox</b>		
	250	Security 18/6 Cabling	
	3	Security Cat 6 Cable Run	
	3	10' Cat 6 Patch Cable	
	3	5' Cat 6 Patch Cable	
	3	Miscellaneous Pathway Support and Cabling Material	



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**Burnet - Intercom**

DVXB-16351

	3	<p><b>General Cable</b> DataVox Security Cat 6 Cabling</p>	
	3	<p><b>Panduit</b> Cat 6 Modular Jack</p>	
	3	<p><b>Panduit</b> Cat 6 2 Port Surface Mount Box</p>	
			<p><b>Security Cabling</b> <span style="float: right;"><b>\$959.10</b></span></p>

**DataVox Management Services**

	1	<p><b>DataVox Management Services</b></p>	
	1	<p><b>DataVox</b> Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD Drawings, As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training</p>	
			<p><b>DataVox Management Services</b> <span style="float: right;"><b>\$301.88</b></span></p>

<b>Total:</b>	<b>\$3,741.29</b>
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<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
<b>Project Labor Total:</b>	<b>\$1,534.70</b>
<b>Project Total:</b>	<b>\$3,990.46</b>

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- **Electrified Hardware:** Electrified hardware including mag locks, electrified panic/exit hardware, electrified strikes, electrified mortise/cylindrical locks, automatic operators, powered hinges, transfer cables, power supplies, rough-in conduit, card readers, badge credentials, REX motion sensors, door contacts, pneumatic push buttons, key switches, fire pulls, STI stoppers, ADA equipment, and exit signs will be provided and installed by others. DataVox will make wire terminations to installed electrified hardware. AHJ code may require additional egress hardware to meet permitting requirements and may result in a change order. Testing and certification of locks is required and DataVox is not responsible for manufacture defects.
- **Intercoms:** Customer to provide all required IP addresses for intercoms prior to installation, including subnet and default gateway. All devices will be within 300ft of a network IDF/ switch when running category 6 cable segments. Unless otherwise defined in this scope of work, intercom communication is at the responsibility of the customer. SIP endpoint, softphones, licenses, mobile applications are outside of this scope of work. Integrated camera video and storage is not included in this scope of work.
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*Acknowledged and Accepted*

\_\_\_\_\_ *Initial*

# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
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- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90 day parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

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- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
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*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
---------------------	-------------------

# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

*Acknowledged and Accepted* \_\_\_\_\_  
*Initial*

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# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

**DataVox, Inc.**

**Galveston ISD**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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# TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4470>

# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Central - Intercom

**DVXB-16355**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

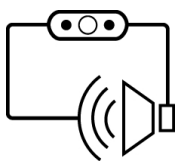
6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300  
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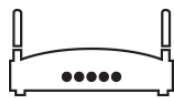
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## Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



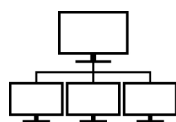
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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# LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS

## Video Surveillance

Installed Price

### Video Surveillance Software, Licenses and Maintenance Agreement

- 1 **Video Insight**  
VI Licenses






**Video Surveillance Software, Licenses and Maintenance Agreement** **\$249.17**

**Total:** **\$249.17**

## Intercom

Installed Price

### Intercom

- 
 2 **Axis Communications**  
2N Indoor View 7" Touchscreen Master Station
- 
 2 **Axis Communications**  
2N Desk Stand for Indoor View
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Video Door Station
- 
 1 **Axis Communications**  
2N IP Intercom Security Relay
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Backplate

**Intercom** **\$2,480.31**




### Security Cabling

- 
 250 **DataVox**  
Security 18/6 Cabling
- 
 3 **Security Cat 6 Cable Run**
- 
 3 **DataVox**  
10' Cat 6 Patch Cable
- 
 3 **DataVox**  
5' Cat 6 Patch Cable
- 
 3 **DataVox**  
Miscellaneous Pathway Support and Cabling Material



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Central - Intercom

DVXB-16355

	3	<b>General Cable</b> DataVox Security Cat 6 Cabling	
	3	<b>Panduit</b> Cat 6 Modular Jack	
	3	<b>Panduit</b> Cat 6 2 Port Surface Mount Box	
			<b>Security Cabling</b> <b>\$959.10</b>

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	1	<b>DataVox Management Services</b>	
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			<b>DataVox Management Services</b> <b>\$301.88</b>

			<b>Total:</b> <b>\$3,741.29</b>
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<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
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<b>Project Total:</b>	<b>\$3,990.46</b>

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
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# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

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# ACCEPTANCE OF PROPOSAL

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The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

**DataVox, Inc.**

**Galveston ISD**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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# TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4470>

# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Crenshaw - Intercom

**DVXB-16352**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

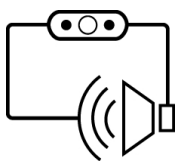
6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300  
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



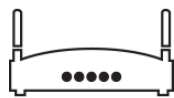
## DataVox Summary

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## Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



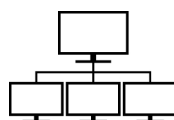
IT Support & Managed Services



Mobility



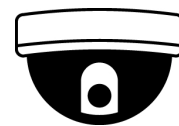
Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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# LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS

## Video Surveillance

Installed Price

### Video Surveillance Software, Licenses and Maintenance Agreement

- 1 **Video Insight**  
VI Licenses






**Video Surveillance Software, Licenses and Maintenance Agreement** **\$249.17**

**Total:** **\$249.17**

## Intercom


Installed Price

### Intercom

- 
 2 **Axis Communications**  
2N Indoor View 7" Touchscreen Master Station
- 
 2 **Axis Communications**  
2N Desk Stand for Indoor View
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Video Door Station
- 
 1 **Axis Communications**  
2N IP Intercom Security Relay
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Backplate

**Intercom** **\$2,480.31**




### Security Cabling

- 
 250 **DataVox**  
Security 18/6 Cabling
- 
 3 **Security Cat 6 Cable Run**
- 
 3 **DataVox**  
10' Cat 6 Patch Cable
- 
 3 **DataVox**  
5' Cat 6 Patch Cable
- 
 3 **DataVox**  
Miscellaneous Pathway Support and Cabling Material



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**Crenshaw - Intercom**

DVXB-16352

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<b>Total:</b>	<b>\$3,741.29</b>
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<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
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- **Intercoms:** Customer to provide all required IP addresses for intercoms prior to installation, including subnet and default gateway. All devices will be within 300ft of a network IDF/ switch when running category 6 cable segments. Unless otherwise defined in this scope of work, intercom communication is at the responsibility of the customer. SIP endpoint, softphones, licenses, mobile applications are outside of this scope of work. Integrated camera video and storage is not included in this scope of work.
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*Acknowledged and Accepted*

\_\_\_\_\_ *Initial*

# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

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- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
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- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90 day parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

## Customer Responsibilities

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- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
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# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

*Acknowledged and Accepted* \_\_\_\_\_  
*Initial*

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### DataVox, Inc.

### Galveston ISD

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Morgan - Intercom

**DVXB-16353**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

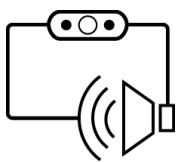
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



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## Products and Services



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Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



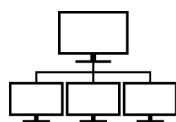
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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## LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS






Video Surveillance	Installed Price
--------------------	-----------------

**Video Surveillance Software, Licenses and Maintenance Agreement**



1	<b>Video Insight</b>		
	VI Licenses		
<b>Video Surveillance Software, Licenses and Maintenance Agreement</b>			<b>\$249.17</b>
<b>Total:</b>			<b>\$249.17</b>

Intercom	Installed Price
----------	-----------------

**Intercom**

2	<b>Axis Communications</b>	2N Indoor View 7" Touchscreen Master Station	
			
2	<b>Axis Communications</b>	2N Desk Stand for Indoor View	
			
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1	<b>Axis Communications</b>	2N IP Intercom Security Relay	
			
1	<b>Axis Communications</b>	2N IP Solo Surface Mount Backplate	
			
<b>Intercom</b>			<b>\$2,480.31</b>




**Security Cabling**

250	<b>DataVox</b>	Security 18/6 Cabling	
			
3	<b>Security Cat 6 Cable Run</b>		
			
3	<b>DataVox</b>	10' Cat 6 Patch Cable	
			
3	<b>DataVox</b>	5' Cat 6 Patch Cable	
			
3	<b>DataVox</b>	Miscellaneous Pathway Support and Cabling Material	
			

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Morgan - Intercom

DVXB-16353

	3	<b>General Cable</b> DataVox Security Cat 6 Cabling
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	3	<b>Panduit</b> Cat 6 2 Port Surface Mount Box

<b>Security Cabling</b>	<b>\$959.10</b>
-------------------------	-----------------

**DataVox Management Services**

	1	<b>DataVox Management Services</b>
	1	<b>DataVox</b> Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD Drawings, As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training

<b>DataVox Management Services</b>	<b>\$301.88</b>
------------------------------------	-----------------

<b>Total:</b>	<b>\$3,741.29</b>
---------------	-------------------

<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
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- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

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# PROJECT PRICING SUMMARY

---

Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
---------------------	-------------------

# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

*Acknowledged and Accepted* \_\_\_\_\_  
*Initial*

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# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

**DataVox, Inc.**

**Galveston ISD**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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---

# TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4470>

# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Oppe - Intercom

**DVXB-16346**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

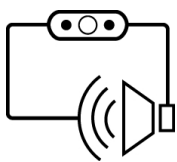
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



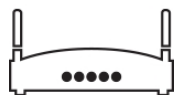
## DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

## Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



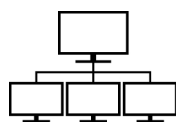
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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## LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS

## Video Surveillance

Installed Price

### Video Surveillance Software, Licenses and Maintenance Agreement

- 1 **Video Insight**  
VI Licenses






**Video Surveillance Software, Licenses and Maintenance Agreement** **\$249.17**

**Total:** **\$249.17**

## Intercom

Installed Price

### Intercom

- 
 2 **Axis Communications**  
2N Indoor View 7" Touchscreen Master Station
- 
 2 **Axis Communications**  
2N Desk Stand for Indoor View
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Video Door Station
- 
 1 **Axis Communications**  
2N IP Intercom Security Relay
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Backplate

**Intercom** **\$2,480.31**




### Security Cabling

- 
 250 **DataVox**  
Security 18/6 Cabling
- 
 3 **Security Cat 6 Cable Run**
- 
 3 **DataVox**  
10' Cat 6 Patch Cable
- 
 3 **DataVox**  
5' Cat 6 Patch Cable
- 
 3 **DataVox**  
Miscellaneous Pathway Support and Cabling Material



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Oppe - Intercom

DVXB-16346

	3	<b>General Cable</b> DataVox Security Cat 6 Cabling	
	3	<b>Panduit</b> Cat 6 Modular Jack	
	3	<b>Panduit</b> Cat 6 2 Port Surface Mount Box	
			<b>Security Cabling</b> <b>\$959.10</b>

**DataVox Management Services**

	1	<b>DataVox Management Services</b>	
	1	<b>DataVox</b> Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD Drawings, As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training	
			<b>DataVox Management Services</b> <b>\$301.88</b>

			<b>Total:</b> <b>\$3,741.29</b>
--	--	--	---------------------------------

<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
<b>Project Labor Total:</b>	<b>\$1,534.70</b>
<b>Project Total:</b>	<b>\$3,990.46</b>

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# ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Access Control:** All access control is assumed to be in place and in working order. Customer is responsible for access control controllers, card readers, enclosures, 120VAC power, fire-rated plywood backboard, network uplink, and normally closed fire relay connectivity.
- **Electrified Hardware:** Electrified hardware including mag locks, electrified panic/exit hardware, electrified strikes, electrified mortise/cylindrical locks, automatic operators, powered hinges, transfer cables, power supplies, rough-in conduit, card readers, badge credentials, REX motion sensors, door contacts, pneumatic push buttons, key switches, fire pulls, STI stoppers, ADA equipment, and exit signs will be provided and installed by others. DataVox will make wire terminations to installed electrified hardware. AHJ code may require additional egress hardware to meet permitting requirements and may result in a change order. Testing and certification of locks is required and DataVox is not responsible for manufacture defects.
- **Intercoms:** Customer to provide all required IP addresses for intercoms prior to installation, including subnet and default gateway. All devices will be within 300ft of a network IDF/ switch when running category 6 cable segments. Unless otherwise defined in this scope of work, intercom communication is at the responsibility of the customer. SIP endpoint, softphones, licenses, mobile applications are outside of this scope of work. Integrated camera video and storage is not included in this scope of work.
- **Network Equipment:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Mobility applications may require Customer to open ports on Firewall. Anti-Virus software will not be installed on any equipment provided by DataVox and is at the responsibility of the Customer. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, POE switches, UPS/ battery back-up, servers and storage, rack equipment, and surge protection will be provided by others.
- **Lift Rental:** Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Gate hardware such as pedestals, concrete, motors, and poles are not included in this scope of work. Conduit pipe and enclosures for warehouse mounted as required will be provided by others. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.

*Acknowledged and Accepted*

\_\_\_\_\_ *Initial*

# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the

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workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.

- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90 day parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

## Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security Proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
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*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
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# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

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*Initial*

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**DataVox, Inc.**

**Galveston ISD**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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# TERMS AND CONDITIONS

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# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Rosenberg - Intercom

**DVXB-16354**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

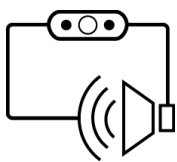
6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300  
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



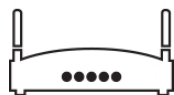
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## Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



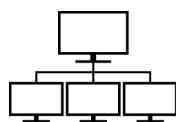
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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# LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS






Video Surveillance	Installed Price
--------------------	-----------------

**Video Surveillance Software, Licenses and Maintenance Agreement**

1	<b>Video Insight</b>		
	VI Licenses		
<b>Video Surveillance Software, Licenses and Maintenance Agreement</b>			<b>\$249.17</b>
<b>Total:</b>			<b>\$249.17</b>

Intercom	Installed Price
----------	-----------------

**Intercom**

2	<b>Axis Communications</b>	2N Indoor View 7" Touchscreen Master Station	
			
2	<b>Axis Communications</b>	2N Desk Stand for Indoor View	
			
1	<b>Axis Communications</b>	2N IP Solo Surface Mount Video Door Station	
			
1	<b>Axis Communications</b>	2N IP Intercom Security Relay	
			
1	<b>Axis Communications</b>	2N IP Solo Surface Mount Backplate	
			
<b>Intercom</b>			<b>\$2,480.31</b>




**Security Cabling**

250	<b>DataVox</b>	Security 18/6 Cabling	
			
3	<b>Security Cat 6 Cable Run</b>		
			
3	<b>DataVox</b>	10' Cat 6 Patch Cable	
			
3	<b>DataVox</b>	5' Cat 6 Patch Cable	
			
3	<b>DataVox</b>	Miscellaneous Pathway Support and Cabling Material	
			



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Rosenberg - Intercom

DVXB-16354

	3	<b>General Cable</b> DataVox Security Cat 6 Cabling	
	3	<b>Panduit</b> Cat 6 Modular Jack	
	3	<b>Panduit</b> Cat 6 2 Port Surface Mount Box	
			<b>Security Cabling</b> <b>\$959.10</b>

**DataVox Management Services**

	1	<b>DataVox Management Services</b>	
	1	<b>DataVox</b> Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD Drawings, As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training	
			<b>DataVox Management Services</b> <b>\$301.88</b>

<b>Total:</b>	<b>\$3,741.29</b>
---------------	-------------------

<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
<b>Project Labor Total:</b>	<b>\$1,534.70</b>
<b>Project Total:</b>	<b>\$3,990.46</b>

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# ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Access Control:** All access control is assumed to be in place and in working order. Customer is responsible for access control controllers, card readers, enclosures, 120VAC power, fire-rated plywood backboard, network uplink, and normally closed fire relay connectivity.
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- **Network Equipment:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Mobility applications may require Customer to open ports on Firewall. Anti-Virus software will not be installed on any equipment provided by DataVox and is at the responsibility of the Customer. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, POE switches, UPS/ battery back-up, servers and storage, rack equipment, and surge protection will be provided by others.
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- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.

*Acknowledged and Accepted*

\_\_\_\_\_ *Initial*

# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the

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workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.

- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90 day parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

## Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security Proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

*Acknowledged and Accepted* \_\_\_\_\_

*Initial*

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
---------------------	-------------------

# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

*Acknowledged and Accepted* \_\_\_\_\_  
*Initial*

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# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

### DataVox, Inc.

### Galveston ISD

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4470>

# Physical Security Proposal

for

## Galveston ISD

3904 Ave T  
Galveston, Tx 77550

## Weis - Intercom

**DVXB-16356**

Revision : 0

Last Modified : 11/30/2021

*Note: This proposal is valid until 12/30/2021*

**DataVox TXDPS License B16503**

Account Manager

**Thang Pham**

System Design

**Kendra Minott**



**DataVox Texas DIR Vendor Number: 176-025-1479-000**

**Contract Number: DIR-CPO-4766**

# DataVox

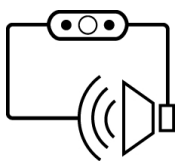
6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300  
5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700



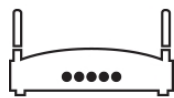
## DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

## Products and Services



Audio Visual



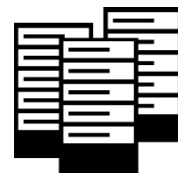
Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



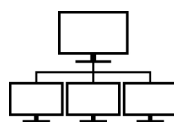
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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# LOCATION SUMMARY

Location	Price
Video Surveillance	\$249.17
Intercom	\$3,741.29
<b>Total Price (Excludes Sales Tax):</b>	<b>\$3,990.46</b>

# BILL OF MATERIALS

## Video Surveillance

Installed Price

### Video Surveillance Software, Licenses and Maintenance Agreement

- 1 **Video Insight**  
VI Licenses






**Video Surveillance Software, Licenses and Maintenance Agreement** **\$249.17**

**Total:** **\$249.17**

## Intercom

Installed Price

### Intercom

- 
 2 **Axis Communications**  
2N Indoor View 7" Touchscreen Master Station
- 
 2 **Axis Communications**  
2N Desk Stand for Indoor View
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Video Door Station
- 
 1 **Axis Communications**  
2N IP Intercom Security Relay
- 
 1 **Axis Communications**  
2N IP Solo Surface Mount Backplate

**Intercom** **\$2,480.31**




### Security Cabling

- 
 250 **DataVox**  
Security 18/6 Cabling
- 
 3 **Security Cat 6 Cable Run**
- 
 3 **DataVox**  
10' Cat 6 Patch Cable
- 
 3 **DataVox**  
5' Cat 6 Patch Cable
- 
 3 **DataVox**  
Miscellaneous Pathway Support and Cabling Material



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**Weis - Intercom**

DVXB-16356

	3	<b>General Cable</b> DataVox Security Cat 6 Cabling	
	3	<b>Panduit</b> Cat 6 Modular Jack	
	3	<b>Panduit</b> Cat 6 2 Port Surface Mount Box	
<b>Security Cabling</b>			<b>\$959.10</b>

**DataVox Management Services**

	1	<b>DataVox Management Services</b>	
	1	<b>DataVox</b> Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD Drawings, As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training	
<b>DataVox Management Services</b>			<b>\$301.88</b>

<b>Total:</b>	<b>\$3,741.29</b>
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<b>Project Equipment Total:</b>	<b>\$2,455.76</b>
<b>Project Labor Total:</b>	<b>\$1,534.70</b>
<b>Project Total:</b>	<b>\$3,990.46</b>

# ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Access Control:** All access control is assumed to be in place and in working order. Customer is responsible for access control controllers, card readers, enclosures, 120VAC power, fire-rated plywood backboard, network uplink, and normally closed fire relay connectivity.
- **Electrified Hardware:** Electrified hardware including mag locks, electrified panic/exit hardware, electrified strikes, electrified mortise/cylindrical locks, automatic operators, powered hinges, transfer cables, power supplies, rough-in conduit, card readers, badge credentials, REX motion sensors, door contacts, pneumatic push buttons, key switches, fire pulls, STI stoppers, ADA equipment, and exit signs will be provided and installed by others. DataVox will make wire terminations to installed electrified hardware. AHJ code may require additional egress hardware to meet permitting requirements and may result in a change order. Testing and certification of locks is required and DataVox is not responsible for manufacture defects.
- **Intercoms:** Customer to provide all required IP addresses for intercoms prior to installation, including subnet and default gateway. All devices will be within 300ft of a network IDF/ switch when running category 6 cable segments. Unless otherwise defined in this scope of work, intercom communication is at the responsibility of the customer. SIP endpoint, softphones, licenses, mobile applications are outside of this scope of work. Integrated camera video and storage is not included in this scope of work.
- **Network Equipment:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Mobility applications may require Customer to open ports on Firewall. Anti-Virus software will not be installed on any equipment provided by DataVox and is at the responsibility of the Customer. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, POE switches, UPS/ battery back-up, servers and storage, rack equipment, and surge protection will be provided by others.
- **Lift Rental:** Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Gate hardware such as pedestals, concrete, motors, and poles are not included in this scope of work. Conduit pipe and enclosures for warehouse mounted as required will be provided by others. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.

*Acknowledged and Accepted*

\_\_\_\_\_ *Initial*

# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security Proposal.

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# PROJECT PRICING SUMMARY

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Total Installation Price:	\$3,990.46
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<b>Grand Total:</b>	<b>\$3,990.46</b>
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# Purchase Options

**Cash Purchase Terms of Payment:**

<i>Billing Milestones</i>		<i>Amount Due</i>
Invoice upon substantial completion - Due Net 30	100.00 %	\$3,990.46
<b>Total Payments (Excluding Sales Tax):</b>		<b>\$3,990.46</b>

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*Initial*

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DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

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Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

**DataVox, Inc.**

**Galveston ISD**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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# TERMS AND CONDITIONS

Please find DIR Terms and Conditions online at the following website:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4470>

# Customer Installation Agreement

**Name:** Galveston ISD Oppe Elementary ("Customer")  
**Address:** 2915 81st St., Galveston, TX 77554  
**Contact:** Lee Roy Amador  
**Date:** 4/1/2021

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

### Transaction & System Information

**Name of Project:** Galveston ISD Oppe Elementary - Q-179738  
**Transaction Type:** Add/Upgrade  
**System Information:** Sonitrol - Verified Audio Intrusion

156

**Address of Project:**

**Expected approximate date of commencement of project:** April 26, 2021  
**Expected approximate date of completion of project:** May 28, 2021

### Customer to Provide

120 vac Power Outlets, Access to Device Locations, Network Connectivity, Secured storage of on-site equipment, 120 vac Power Outlets, Access to Device Locations, Network Connectivity, Secured storage of on-site equipment,

### Equipment

Quantity	Part Number	Description
1.00	909070016	SONIP FLEXIP; 909070016; FLEXIP PANEL
2.00	909070008	KEYPAD, IPROX FOR IBASE FLEXIP-SONITROL
6.00	909070005	SONIP AUDIO-8 PRO; 909070005; MODULE
1.00	909070002	SONIP IO; 909070002; MODULE
2.00	24000116	24000116; SONITROL LEGACY BACK PLATE 3PK
1.00	24000117	24000117; SONITROL LEGACY BACK PLATE 1PK
1.00	909070006	MODULE, POWER HUB, (SONITROL)
1.00	MGT2440	MB-MGT2440; TXF, 24VAC, WALL MOUNT
1.00	904001092	904001092; ACC. INSTALL KIT, POWER HUB
2.00	710636WHL	23-4P CAT 6 UTP-CMP SOL 500FT BOX WHITE
2.00	FAS1075	12V 7AH SLA BATTERY
1.00	TBD JIC MATL	TBD JIC MATL

### Existing Equipment

Quantity	Asset Name	Asset Description

### Equipment Notes

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7856 Vaughn Rd., Montgomery, AL 36116; (334) 264-9386; 48682; AZ ROC204975; AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LC05911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF20001345; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TSO01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; ND; 35031 Class C Contractor - contract limit not to exceed \$300,000 NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F401 E350; 0071024; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; 2026, CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879

**Theory of Operation**

Stanley will upgrade the existing Sonitrol Control Panel by replacing the Advantage Plus panel with a new FlexiP Control Panel. We will install 2 new Sonitrol IP KEypads with built in Prox Readers for arming/disarming the system. There will be one keypad in the front office and the other in the cafeteria.

There are 4 additional Smart Audio Modules that will need to be replaced with Audio 8 Modules. They are all located at the main control panel and a closet at the back end of the school. We will provide a Power Hub at the Audio 8's in the back of the school.

System will be set up on the customer's network for primary communication. The system will continue to be set up for Autoarming on a schedule.

Current monthly billing will stay the same for this account.

**Investment Type: Direct Sale**

**Pricing and Deposit Terms**

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade  
 Warranty Duration: 90 DAYS  
 Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

<b>Total Installation Price*:</b>	\$7,718.76USD
Up-front Deposit*:	\$0.00
Progress Payments*:	
Balance Due Upon Completion*:	\$7,718.76

\*Prices do not include taxes\*

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by Customer. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

**STANLEY Convergent Security Solutions, Inc.**

**Customer: Galveston ISD Oppe Elementary**

John Hessong

Security Representative

Executive Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

158

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

**DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly. 159
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of \$1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence for bodily injury, including death, to any one person and \$500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.



**SONITROL \$10,000 LIMITED PERFORMANCE WARRANTY**

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty.** Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.
2. **Scope of Warranty.** This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.
3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles, or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS; (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) loss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System. 160
4. **Maximum Liability.** The maximum liability under this Warranty shall be Ten Thousand Dollars (\$10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars (\$50.00) per item of jewelry.
5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.
6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.
7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.
8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

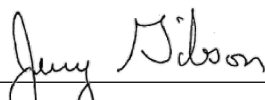
**AGENDA ITEM:**


Discuss and consider approval of purchase of parts for playground repairs

Playgrounds at the elementary campuses were evaluated for safety and other deficiencies. The District identified needed repairs at LA Morgan (\$24,874.96), Parker (\$11,128.92) and Burnet (\$7,183.07), totaling \$43,186.95. Because of the corrosive environment, most of the repairs needed are to the perforated rubber coated platforms; these platforms rust and begin to break through the rubber coating. Other items to be replaced are associated with moving parts of the playground as the constant movement wears them out. Additionally, there are some items which have been damaged by vandalism. The repair equipment will be purchased from Miracle Recreation Equipment Company, using Buy Board Contract #592-19. This project will be funded with general funds; a budget increase for \$50,000 has been included on the monthly budget amendment in case other needed repairs are discovered.

**RECOMMENDATION:**

I move that the board approve the purchase of parts from Miracle Recreation Equipment Company for playground repairs in an amount not to exceed \$50,000, as presented.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Connie Morgenroth  
Asst. Superintendent of Business & Operations



Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-888-458-2752

QUOTE: R0088222072

**Prepared For:**

Cay Surman

Galveston ISD  
 PO Box 660  
 Galveston, TX 77553  
 (409) 766-5158 (phone)  
 (409) 765-6248 (fax)  
 caysurman@gisd.org

**Project Name & Location:**

Attn: Delton Kelly Burnett ES

**Prepared by:**

May Recreation Equipment & Design LP

3 Sunspree Place  
 The Woodlands, TX 77382  
 (281) 288-1412 (phone)  
 (281) 288-0043 (fax)  
 jeff@mayrecreation.com

**Ship To Address:**

Donisha Hunter  
 GISD Cntrl Rec'ving 910  
 2001 43rd Street  
 Galveston, TX 77550  
 (409) 761-6186 (phone)  
 paul\_byers@gisd.org

**End User:**

Quote Number: R0088222072  
 Quote Date: 3/7/2022  
 Valid For: 30 Days From Quote Date

**PlayArea\_Q1**

Product line: TotsChoice  
 Age group:

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
982073	PARTS CARTON 718502	6	2.00	63.00	378.00
982682GRN	PARTS CARTON 718-965	1	5.00	135.00	135.00
988130RD	TC- SQUARE DECK	4	83.90	765.00	3,060.00
988139RD	TC - TRANS PT DECK FPS Red	1	50.00	545.00	545.00
988142RD	TC - TRANS PT TOP STEP FPS (22-7/8" RISE	1	80.40	683.00	683.00
988157RD	TC - 6' ARCH BRIDGE FPS Red	1	138.75	1,655.00	1,655.00
988171RD	TC - 6' RAMP SECTION FPS	1	148.75	1,243.00	1,243.00
999020BL	PATCH KIT MIRATHERM BL	1	0.50	45.00	45.00
999020RD	PATCH KIT MIRATHERM RD	1	0.50	45.00	45.00

**Totals:**

Equipment Weight: 771.50 lbs  
 Equipment List: \$7,789.00

Discount Amount: -\$1,168.35  
 Equipment Price: \$6,620.65  
 Freight: \$562.42  
 SubTotal: \$7,183.07  
**Grand Total: \$7,183.07**

**Notes:**

Buy Board Proposal #592-19

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0088222072    **Quote Date:** 3/7/2022    **Equipment:** \$7,789.00    **Grand Total:** \$7,183.07

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

<b>Submitted By</b>	<b>Printed Name and Title</b>	<b>Date</b>
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
<b>By:</b>		<b>Date:</b>

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC

PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-888-458-2752

QUOTE: R0088222073

**Prepared For:**

Cay Surman

Galveston ISD  
 PO Box 660  
 Galveston, TX 77553  
 (409) 766-5158 (phone)  
 (409) 765-6248 (fax)  
 caysurman@gisd.org

**Project Name & Location:**

Attn: Delton Kelly LA Morgan  
 ES

**Prepared by:**

May Recreation Equipment & Design  
 LP

3 Sunspree Place  
 The Woodlands, TX 77382  
 (281) 288-1412 (phone)  
 (281) 288-0043 (fax)  
 jeff@mayrecreation.com

**Ship To Address:**

Donisha Hunter  
 GISS Cntrl Rec'ving 910  
 2001 43rd Street  
 Galveston, TX 77550  
 (409) 761-6186 (phone)  
 paul\_byers@gisd.org

**End User:**

Quote Number: R0088222073  
 Quote Date: 3/7/2022  
 Valid For: 30 Days From Quote Date

**PlayArea\_Q1**

Product line: TotsChoice  
 Age group:

**Global defaults**

Accent Climber	YELLOW
Accent Enclosure	YELLOW
Clamp	RED
Rockite 01	GREEN
Rockite 02	GREEN
Rockite 03	GREEN
Rockite 04	GREEN

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
103529	1 1/4" PIPE PLUG FOR 1 7/16"ID PIPE	4	1.00	1.02	4.08
112590BLU	SLIDE DOUBLE WIDE 3' DECK	1	68.00	808.00	808.00
112596	PLASTIC SOLID STEERING WHEEL	1	2.00	30.00	30.00
7189763	BUMPER LADDER (3' DK)	1	60.00	1,099.00	1,099.00
982073	PARTS CARTON 718502	2	2.00	63.00	126.00
982074	PARTS CARTON 718503	2	2.00	73.00	146.00
982589BLU	PARTS CARTON 718-700 & 718-874	1	5.00	48.00	48.00
982682YLW	PARTS CARTON 718-965	1	5.00	135.00	135.00

986544YLW	PARTS CARTON 90 DEGREE LEVEL RAMP TC	1	7.00	96.00	96.00
988130BL	TC- SQUARE DECK	2	83.90	765.00	1,530.00
988139BL	TC - TRANS PT DECK FPS Blu	1	50.00	545.00	545.00
988142BL	TC - TRANS PT TOP STEP FPS (22-7/8" RISE	1	80.40	683.00	683.00
988146BL	TC - 1/2 HEX DECK FPS	2	117.50	1,325.00	2,650.00
988177BL	TC 90 DEGREE RAMP WELDMENT FPS	1	0.00	1,820.00	1,820.00

## PlayArea\_Q2

Product line: KidsChoice

Age group:

### Global defaults

Accent

Clamp

PVC

### Components

Part Number	Description	Qty	Weight	Unit Price	Total
713248	PARTS CARTON STAIRS	2	2.00	36.00	72.00
713266	PARTS CARTON 714502	3	4.00	63.00	189.00
71485519	8' SUSP BRIDGE BTWN DECKS W/4 SPOKES	1	520.00	4,599.00	4,599.00
984134	TYPHOON SLIDE PARTS CARTON	1	5.00	44.00	44.00
984351BL	DECK, KC SQUARE FPS Blu	3	104.00	894.00	2,682.00
987148BL	STAIR, 21 3/4" RISE ATA FPS BL	1	85.00	617.00	617.00
987153BL	DECK, TRANSFER POINT ASSY FPS	1	64.31	891.00	891.00
987170BL	STAIR, 18" ATA ACCESS ASSY FPS BL	2	87.20	607.00	1,214.00
988056	PARTS CARTON KC TP FPS	1	2.00	69.00	69.00
989031BL	TENSILE TOUGH NET ASSY - ROUND UP CL BL	1	51.00	1,295.00	1,295.00
995674BL	STAIR 714-759-69 PVC BL	1	70.50	420.00	420.00

## PlayArea\_Q3

Product line: TotsChoiceX

Age group:

### Components

Part Number	Description	Qty	Weight	Unit Price	Total
713248	PARTS CARTON STAIRS	1	2.00	36.00	36.00
982072	PARTS CARTON 718-501	2	2.00	52.00	104.00
982073	PARTS CARTON 718502	1	2.00	63.00	63.00
984134	TYPHOON SLIDE PARTS CARTON	1	5.00	44.00	44.00
987195RD	STAIR, 5' DK TYPHOON ADA RD	1	59.50	597.00	597.00
990057RD	PVC DECK-TRANSFER POINT RD	1	36.70	370.00	370.00
990072	PARTS CARTON-KC SQ.TRANSFER POINT	1	2.00	128.00	128.00
990138RD	46 1/2" SQUARE DECK PVC TCX W/ 3-1/2 PO	1	125.00	877.00	877.00
990144RD	STAIR ASSEMBLY Red	1	79.10	425.00	425.00
990320RD	RECTANGLE DECK - KC2 PVC Red	1	198.00	1,771.00	1,771.00

3/7/2022

QUOTE: R0088222073

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990465RD PVC STAIR-3' SQUARE TRANSFER POINT RD 1 61.10 686.00 686.00

**PlayArea\_Q4**

Product line: Freestanding  
Age group:

**Global defaults**

Swing Seat

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
115208BLU	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	1	1.00	10.00	10.00
115208GRN	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	1	1.00	10.00	10.00
115208RED	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	1	1.00	10.00	10.00
115208YLW	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	2	1.00	10.00	20.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4	10.00	137.00	548.00
985521	CLEVIS W/HARDWARE SWING HANGER	8	1.00	34.00	272.00

**Additional Items**

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

**Totals:**

Equipment Weight: 2,619.81 lbs  
 Equipment List: \$27,783.08  
 Discount Amount: -\$4,167.46  
 Equipment Price: \$23,615.62  
 Freight: \$1,259.34  
 SubTotal: \$24,874.96  
**Grand Total: \$24,874.96**

**Notes:**

Buy Board Proposal #592-19

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from



cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-888-458-2752

QUOTE: R0088222074

**Prepared For:**

Cay Surman

Galveston ISD  
 PO Box 660  
 Galveston, TX 77553  
 (409) 766-5158 (phone)  
 (409) 765-6248 (fax)  
 caysurman@gisd.org

**Project Name & Location:**

Attn: Delton Kelly Parker ES

**Prepared by:**

May Recreation Equipment & Design  
 LP

3 Sunspree Place  
 The Woodlands, TX 77382  
 (281) 288-1412 (phone)  
 (281) 288-0043 (fax)  
 jeff@mayrecreation.com

**Ship To Address:**

Donisha Hunter  
 GISS Cntrl Rec'ving 910  
 2001 43rd Street  
 Galveston, TX 77550  
 (409) 761-6186 (phone)  
 paul\_byers@gisd.org

**End User:**

Quote Number: R0088222074  
 Quote Date: 3/7/2022  
 Valid For: 30 Days From Quote Date

**PlayArea\_Q1**

Product line: KidsChoice  
 Age group:

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
713110RED	RUNG, 41-1/2"	2	0.00	43.00	86.00
713252	PARTS CARTON - RISERS	1	0.50	21.00	21.00
713259	PARTS CARTON - CLIMBERS	1	0.40	11.00	11.00
713262	PARTS CARTON CURVED LOOP	1	0.50	12.00	12.00
713469	RISER PLATE 12"	1	19.00	151.00	151.00
713470	RISER PLATE 18" fab & paintline	1	27.00	254.00	254.00
982431BLW BL	PANEL ROUTERED JUMP 5' DECK	1	39.00	562.00	562.00
982549	PARTS CARTON 718-812	1	1.00	29.00	29.00
982631	PARTS CARTON PANELS	1	2.00	63.00	63.00
985911RED	ENCLOSURE ASSY ARCH KC VERTICAL LADDER	1	0.00	492.00	492.00
985913RED	ENCLOSURE CLIMBING POLE	1	0.00	505.00	505.00
986337RED	BARRIER-SUSPENSION BRIDGE KC	1	65.00	1,096.00	1,096.00
989089BLU	PANEL-ONE PIECE ROCKITE SLIDES KC	2	29.00	649.00	1,298.00
989973	PARTS CARTON 714-727-5 & 6	2	3.00	32.00	64.00
990967RED	PC BAR SOCKET W/HDW (1 SET)	4	1.00	44.00	176.00
992495BLK	TROLLEY ASSY, GLIDER	1	8.00	697.00	697.00

## PlayArea\_Q2

Product line: TotsChoiceX

Age group:

### Components

Part Number	Description	Qty	Weight	Unit Price	Total
713248	PARTS CARTON STAIRS	1	2.00	36.00	36.00
982072	PARTS CARTON 718-501	2	2.00	52.00	104.00
982073	PARTS CARTON 718502	2	2.00	63.00	126.00
984134	TYPHOON SLIDE PARTS CARTON	1	5.00	44.00	44.00
987195RD	STAIR, 5' DK TYPHOON ADA RD	1	59.50	597.00	597.00
988115	PARTS CARTON 714-723W-9	1	2.00	142.00	142.00
990057RD	PVC DECK-TRANSFER POINT RD	1	36.70	370.00	370.00
990072	PARTS CARTON-KC SQ.TRANSFER POINT	1	2.00	128.00	128.00
990138RD	46 1/2" SQUARE DECK PVC TCX W/ 3-1/2 PO	2	125.00	877.00	1,754.00
990144RD	STAIR ASSEMBLY Red	1	79.10	425.00	425.00
990320RD	RECTANGLE DECK - KC2 PVC Red	1	198.00	1,771.00	1,771.00
990465RD	PVC STAIR-3' SQUARE TRANSFER POINT RD	1	61.10	686.00	686.00
991457RD	BURMA BRIDGE, 8' - TCX	1	140.00	659.00	659.00

### Totals:

Equipment Weight:	1,073.80 lbs
Equipment List:	\$12,359.00
Discount Amount:	-\$1,853.85
Equipment Price:	\$10,505.15
Freight:	\$623.77
SubTotal:	\$11,128.92
<b>Grand Total:</b>	<b>\$11,128.92</b>

### Notes:

Buy Board Proposal #592-19

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes,

3/7/2022

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QUOTE: R0088222074

license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0088222074      **Quote Date:** 3/7/2022      **Equipment:** \$12,359.00      **Grand Total:** \$11,128.92

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

<b>Submitted By</b>	<b>Printed Name and Title</b>	<b>Date</b>
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
<b>By:</b>		<b>Date:</b>

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

3/7/2022

QUOTE: R0088222074

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Rev E 021815

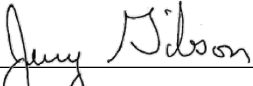
# Action Sheet


**MEETING DATE:** March 30, 2022

**AGENDA ITEM:** Discuss and consider approval of  
TASB's Amended Interlocal  
Participation Agreement

Effective May 1, 2022, TASB's updated Amended Interlocal Participation Agreement (IPA) will go into effect. To continue membership in TASB's programs, we must return the executed IPA to them no later than May 13, 2022; otherwise, we must terminate coverage in all Fund programs by providing written notice by April 29, 2022. The IPA is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA sets out the basic terms, conditions, and requirements of Fund membership. It requires board approval under provisions of Chapter 791 of the Texas Government Code. The Fund reviews and updates its IPA at least once every ten years; it was last updated in April 2012. The amendments to the IPA focus on three areas: (1) clarity of purpose and meaning, (2) updating Fund Member duties and obligations, and (3) revising the dispute and resolution provisions. The amended IPA is attached, along with an FAQ which explains the changes in more detail.

**RECOMMENDATION:** I move that the board approve the  
Amended Interlocal Participation  
Agreement, as presented.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Connie Morgenroth  
Asst. Superintendent of Business & Operations

## TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
  - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
    - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
    - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

## 5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

## 8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

## 11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
  - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

**Waiver and Estoppel.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

**Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
  - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
  - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
  - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
  - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Galveston ISD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

\_\_\_\_\_

Date approved by Fund Member's Board of Trustees: \_\_\_\_\_

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**For TASB Risk Management Fund Use Only**

**For TASB RISK MANAGEMENT FUND:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chair, TASB Risk Management Fund Board of Trustees

## **TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions**

### **What is the IPA?**

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

### **Does the IPA require Board approval?**

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

### **What is the effective date of the IPA?**

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

### **Why is the IPA Changing?**

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### **What are the specific changes to the IPA?**

A thorough explanation of the changes is included in this document on the following page.

### **Can my organization make changes to the IPA?**

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

### **What if my organization doesn't agree to the terms of the new IPA?**

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

### **Who can I contact for additional information?**

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at [paul.taylor@tasb.org](mailto:paul.taylor@tasb.org).

### **What are the steps for signing and returning the IPA?**

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) no later than May 13<sup>th</sup>, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

## Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

### Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

### Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

**Revisions to Dispute Resolution provisions:**

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

**AGENDA ITEM:**

**Discuss and consider adoption of Reimbursement Resolution #3 to reimburse general fund expenditures with bond funds in the event a subsequent bond election is approved by the voters**

The District would like to reimburse the general fund \$229,830 from bond funds for the following expenditures in the event a subsequent bond election is approved by voters:

- Furniture, fixtures and equipment (FF&E) related to renovations at Central MS in athletics, Life Skills and other areas needed to accommodate all 7<sup>th</sup> and 8<sup>th</sup> graders at the beginning of the 2022-23 school year - \$140,000
- VLK's estimated architect fees associated with the Central MS renovation project - \$44,830
- Signs and/or other forms of communication to inform voters of the bond propositions - \$45,000

**RECOMMENDATION:**

**I move that the board adopt Reimbursement Resolution #3, as presented, for \$229,830 for FF&E expenditures, architect fees, and signs and/or other forms of communication regarding bond propositions in order to reimburse the general fund with bond funds in the event a subsequent bond election is approved by the voters.**

---

Dr. Jerry Gibson  
Superintendent

*Connie Morgenroth*  
\_\_\_\_\_  
Connie Morgenroth  
Assistant Superintendent of Business & Operations

**REIMBURSEMENT RESOLUTION #3 FOR  
ARCHITECT FEES AND FF&E EXPENDITURES AT CENTRAL MIDDLE SCHOOL AND  
SIGNS AND/OR OTHER FORMS OF COMMUNICATION FOR BOND PROPOSITIONS**

WHEREAS, Galveston Independent School District (the “District”), is an independent school district of the State of Texas, authorized to finance its activities by issuing obligations pursuant to Chapter 45, Texas Education Code, which may include qualified tax credit bonds or obligations the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”), pursuant to Section 103 of the Internal Revenue of 1986, as amended (the “Code”), or both; and

WHEREAS, the District will make payments with respect to the expenditures listed on Exhibit A attached hereto, although no such payments have been made prior to the date hereof; and

WHEREAS, the District desires to reimburse itself for the costs associated with the expenditures listed on Exhibit A attached hereto from the proceeds of qualified tax credit bonds or tax-exempt obligations, or both, to be issued subsequent to the date hereof; and

WHEREAS, the District reasonably expects to issue qualified tax credit bonds or tax-exempt obligations, or both, to reimburse itself for the costs associated with the expenditures listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

**Section 1.** The District hereby declares its intent to reimburse itself for all costs that will be paid subsequent to the date hereof in connection with the expenditures listed on Exhibit A attached hereto from the proceeds of qualified tax credit bonds or tax-exempt obligations, or both, to be issued subsequent to the date hereof.

**Section 2.** The District reasonably expects that the maximum principal amount of qualified tax credit bonds or tax-exempt obligations, or both, issued to reimburse the District for costs associated with the expenditures listed on Exhibit A attached hereto will not exceed \$229,830. Such obligations may be issued in one or more series.

**Section 3.** Unless otherwise advised by legal counsel, any reimbursement allocation will be made not later than 18 months after the later of (1) the date the original expenditure is paid or (2) the date on which the expenditure is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ADOPTED THIS 30th DAY OF March, 2022.

GALVESTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

**EXHIBIT A**

**DESCRIPTION OF EXPENDITURE(S)**

<u>Item or Fund - - Described by Character, Type or Purpose</u>	<u>Amount – Described by Cost, Quantity or Size</u>
	Not to Exceed
FF&E Expenditures for Central Middle School*	\$140,000
Architect Fees – VLK Architects – Central MS Renovations*	\$ 44,830
Sign and/or other forms of communication related to bond propositions	<u>\$ 45,000</u>
TOTAL	\$229,830

\*These expenditures are related to the renovation of Central MS to accommodate all 7<sup>th</sup> and 8<sup>th</sup> grade students beginning with the 2022-23 school year and include architect fees related to the renovation of the building, and furniture, fixtures and equipment including door hardware, water fountains, equipment for athletics, Life Skills and other areas.

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

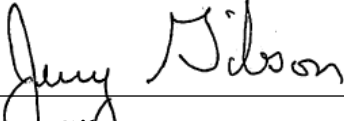
**AGENDA ITEM:**

Discuss and consider approval of the recommendations for Non Chapter 21 Administrator contracts for the 2022-2023 school year as presented.

The names will be provided under separate cover

**RECOMMENDATION:**

**I move that the Board of Trustees approve the recommendations for Non Chapter 21 Administrator contracts for the 2022-2023 school year as presented.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Dyann Polzin,  
Chief Human Capital Management and  
Student Services Officer

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

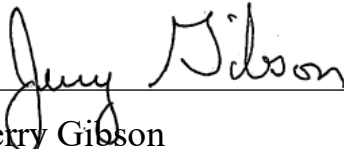
**AGENDA ITEM:**

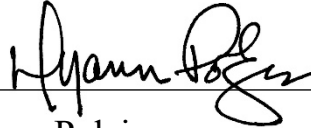
Discuss and consider approval of the recommendations for Chapter 21 Administrator contracts for Principals and Assistant Principals for the 2022-2023 school year as presented.

The names will be provided under separate cover

**RECOMMENDATION:**

**I move that the Board of Trustees approve the recommendations for Chapter 21 Administrator contracts for Principals and Assistant Principals for the 2022-2023 school year as presented.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Dyann Polzin  
Chief Human Capital Management and  
Student Services Officer

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

**AGENDA ITEM:**

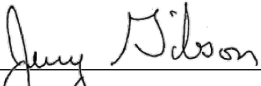
Discuss and consider approval of purchase for furniture, fixtures and equipment for Central Middle School related to the Middle School Alignment in 2022-2023


In December 2021, the board approved the middle school alignment plan which combines all 7<sup>th</sup> and 8<sup>th</sup> graders at Central Middle School beginning in the 2022-2023 school year. To accommodate the students and programs, certain furniture, fixtures and equipment (FF&E) purchases are needed.

Most of the equipment associated with this consolidation are related to athletics and the Special Education Department (Life Skills) . This will be the first year Central MS will have a full time on-campus athletic trainer and outfitting their training area will require a one-time purchase of equipment for the rehabilitation of athletes. In addition to building modifications, adding Life Skills to Central MS requires several appliance and equipment purchases for the program.

Other items needed are storage for athletic equipment, larger capacity ice machine, golf cart to transport injured students off field, bottle-filler-type water fountains(2), door hardware for 2nd/3rd floor including hardware for new doors from construction, furniture for future STEM lab (budget number), MIS direct work cabling/equipment, and a modest contingency of 3.7% . Many of these items were removed from the scope-of-work associated with the renovation project to avoid incurring additional overhead expenses. Most of these purchases will be made from purchasing cooperatives at a cost not to exceed \$140,000; this amount has been included on the monthly budget amendment. The detailed list is attached for your review.

**RECOMMENDATION:** I move that the board approve the purchase of furniture, fixtures, and equipment for Central MS in an amount not to exceed \$140,000, as presented.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Connie Morgenroth  
Asst. Superintendent of Business & Operations

Central Middle School Direct Purchase Items					
Item Number	Description	Quantity	Unit Price	Total Price	Function
<b>Athletics</b>					
D2499024	HAUSMANN TABLE W/ SHELF	2	\$560.95	\$1,121.90	36
D5025925	DYNATRONICS 5CH COMBO, W/SOUNDHEAD	1	\$3,195.00	\$3,195.00	36
D807655	PILLOW WEDGE 20"W X 32"L X 12"H	4	\$239.25	\$957.00	36
S&H	Shipping & Handling For Pillow Wedges	1	\$95.00	\$95.00	36
7770260	GONIOMETER RADIOPAQUE PLASTIC	1	\$11.25	\$11.25	36
D56585M	WHIRLPOOL S-85-M MOBILE	1	\$5,700.95	\$5,700.95	36
S&H	Shipping & Handling For Whirlpool	1	\$554.08	\$554.08	36
D2499097	H-BRACE TAPING TABLE W/END CABINET	2	\$625.95	\$1,251.90	36
S&H	Shipping & Handling For Hausmann	1	\$685.00	\$685.00	36
S4225017605	KETTLEBELL PRIME 5 LB	1	\$50.95	\$50.95	36
S4225017608	KETTLEBELL PRIME 8 LB	1	\$54.95	\$54.95	36
S4225017610	KETTLEBELL PRIME 10 LB	1	\$64.95	\$64.95	36
S4225017612	KETTLEBELL PRIME 12 LB	1	\$75.95	\$75.95	36
S4225017615	KETTLEBELL PRIME 15 LB	1	\$79.95	\$79.95	36
S4225017620	KETTLEBELL PRIME 20 LB	1	\$89.95	\$89.95	36
S&H	Shipping & Handling For Kettlebells	1	\$95.00	\$95.00	36
D180800	WEIGHT CUFF SET 18 PIECE	1	\$399.95	\$399.95	36
S&H	Shipping & Handling For Weight Cuffs	1	\$80.00	\$80.00	36
S263107	MEDICINE BALL 7 LB	1	\$49.95	\$49.95	36
263115	MEDICINE BALL 15 LB	1	\$64.95	\$64.95	36
D180302	DUMBBELL VINYL COATED 20 SET	1	\$339.95	\$339.95	36
S&H	Shipping & Handling For Dumbbell Set	1	\$135.00	\$135.00	36
1001910	AIREX BALANCE PAD BLU	2	\$69.95	\$139.90	36
191BOSU	BOSU BALL	1	\$165.95	\$165.95	36
49662040	SISSEL BALANCEFIT PAD BLUE	1	\$79.95	\$79.95	36
620001	RUMBLE ROLLER 31 X 6 ROLLER BLUE	1	\$59.95	\$59.95	36
42270400	STRETCH OUT STRAP 72" W/ CHART	1	\$34.95	\$34.95	36
42280232	FOAM ROLLER HIGH DENSITY BLK 6 X 36	1	\$21.95	\$21.95	36
807520	INCLINE BOARD ADJ. #7520	1	\$150.95	\$150.95	36
8465194	THERAGUN PRIME	1	\$299.95	\$299.95	36
1001335	BACKNOBBER REGULAR	1	\$45.95	\$45.95	36
174100	EXAM STOOL W/ FOOT RING,14" DIA, BLK	3	\$170.95	\$512.85	36
D2495560	HAUSMANN COMBO RACK W/ MIRROR	1	\$747.95	\$747.95	36
D249810	WHIRLPOOL TABLE W/SEAT (SPECIFY WHIRLPOOL MODEL #)	1	\$846.95	\$846.95	36
S61742700	THE POWER STICK LONG, 27"	1	\$39.95	\$39.95	36
1811715	BODY BLADE CLASSIC BLK	1	\$92.95	\$92.95	36
24220120	THERABAND 6 X 50 YD YELLOW	1	\$77.95	\$77.95	36
24220130	THERABAND 6 X 50 YD RED	1	\$80.95	\$80.95	36
24220140	THERABAND 6 X 50 YD GREEN	1	\$88.95	\$88.95	36
24220150	THERABAND 6 X 50 YD BLUE	1	\$100.95	\$100.95	36
24220160	THERABAND 6 X 50 YD BLACK	1	\$107.95	\$107.95	36
24220170	THERABAND 6 X 50 YD SILVER	1	\$139.95	\$139.95	36
1251006	HOT PAC STANDARD	12	\$10.25	\$123.00	36
1251102	THERMAL COVER FOAM STANDARD	12	\$15.95	\$191.40	36
S&H	Estimated S&H	1	\$200.00	\$200.00	36
B0765ZM52J	3G Cardio Elite RB Exercise Bike, Recumbent - Commercial Grade	1	\$1,599.00	\$1,599.00	36

B08VPW7XYX	NordicTrack Commercial Series + 30-Day iFit Membership	1	\$1,999.00	\$1,999.00	36
B08V8M5ZGS	Niceday Elliptical Machine, Cross Trainer, 400LB Weight Limit	1	\$599.00	\$599.00	36
B01G6T8ZUK	KLB Sport 31" Adjustable Aerobic Stepper in Fitness & Exercise	1	\$34.99	\$34.99	36
1964	2014 Club Car 6 seat Gas	1	\$6,500.00	\$6,500.00	36
IDT0900A	Ice Maker, Cube Style (Manitowoc)	1	\$4,568.72	\$4,568.72	36
SP-1030-SS	Ice Bin for Ice Machines (MGR)	1	\$2,862.02	\$2,862.02	36
ICE140-S	Water Filtration System, for Ice Machines (3M Purification)	1	\$201.70	\$201.70	36
D&I Ice Machine	Installation of Ice Machine	1	\$687.50	\$687.50	36
	40' shipping container "1 trip"	1	\$7,200.00	\$7,200.00	36
	estimated delivery charge	1	\$375.00	\$375.00	36
	Commercial Washer	1	\$8,058.40	\$8,058.40	36
	Commercial Dryers	2	\$3,889.90	\$7,779.80	36
	Installation and parts	1	\$4,950.00	\$4,950.00	36
	Contingency - Function 36			\$2,000.00	36
	Athletics Sub Total			\$68,919.96	

Special Education					
	Residential Washing Machine	1	\$750.00	\$750.00	11
	Residential Dryer	1	\$750.00	\$750.00	11
	Residential Refrigerator	1	\$1,750.00	\$1,750.00	11
	Residential Range	1	\$1,033.00	\$1,033.00	11
	Residential Hood	1	\$300.00	\$300.00	11
	Residential Dishwasher	1	\$498.00	\$498.00	11
	SPED - electric Changing Bed	1	\$12,000.00	\$12,000.00	11
	Furniture for Future Stem Lab Area	1	\$15,000.00	\$15,000.00	11
	Special Education Subtotal			\$32,081.00	

Direct Work Facilities and MIS					
	Water fountain with bottle filler for Weight Room	1	\$2,336.78	\$2,336.78	51
	Water fountain with bottle filler for Boys and Girls Locker Room	2	\$2,336.78	\$4,673.56	51
	Replace Door Hardware on 22 Doors 2nd and 3rd Floor (Direct Contract)	1	\$11,393.78	\$11,393.78	51
	New Door Hardware	1	\$7,500.00	\$7,500.00	51
	Email from Mrs. Morgenroth 1-6-2022 MIS Needs Cabling	1		\$10,000.00	53
	Contingency - Function 51	1		\$3,094.92	51
	Subtotal Direct Work Facilities and MIS			\$38,999.04	
			<b>Total</b>	<b>\$140,000.00</b>	

For Budget Amendment	
11	\$ 32,081.00
36	\$ 68,919.96
51	\$ 28,999.04
53	\$ 10,000.00
<b>Total</b>	<b>\$ 140,000.00</b>

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

**AGENDA ITEM:**

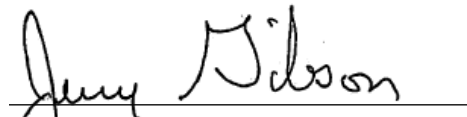
**Discuss and consider approval for the purchase of 32 iMac computers for CTE in an amount not to exceed \$70,000.**

Galveston ISD Administration is requesting the Board's approval to purchase of 32 iMac computers for the Media Lab at Ball High School supporting CTE programming. The purchase of these computers will assist in building the District Audio-Visual Program grades 7 – 12.

The computers will be purchased with grant funds.

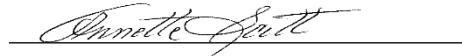
**RECOMMENDATION:**

**I move that the Board of Trustees approve the purchase of 32 iMac computers for CTE in an amount not to exceed \$70,000.**



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Dr. Jerry Gibson  
Superintendent



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Dr. Annette Scott  
Assistant Superintendent for  
Student Support

# Action Sheet

**MEETING DATE:**

**March 30, 2022**

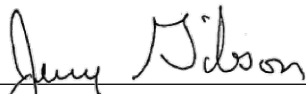
**AGENDA ITEM:**

Discuss and consider approval of resolution adopting prevailing wage rates

Texas Government Code Chapter 2258 requires school districts to adopt Prevailing Wage Rates setting the minimum hourly wages to be paid to construction workers engaged in public works projects. PBK Architects, Inc., on behalf of all public-school districts in the Gulf Coast Area, conducted a survey of Prevailing Wage Rates for construction trades in accordance with the law. The District recommends the board adopt the attached Prevailing Wage Rate schedule, see Exhibit A, for use on all District public works projects.

**RECOMMENDATION:**

I move that the board approve the resolution adopting the prevailing wage rate schedule, as presented in the attached Exhibit A.



Dr. Jerry Gibson  
Superintendent



Connie Morgenroth  
Asst. Superintendent of Business & Operations

# EXHIBIT A

## Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019

Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER; PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$15.10
SHEET METAL WORKER	\$20.25
SPRINKLER FITTER	\$20.61
STEEL ERECTOR	\$23.33
TERRAZZO WORKER	\$16.42
TILE SETTER	\$15.30
WATERPROOFER; CAULKER	\$14.90

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

# Prevailing Wage Rate Determination Information

*The following information is from Chapter 2258 Texas Government Code:*

## **Sec. 2258.021. Right to be Paid Prevailing Wage Rates.**

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

## **Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.**

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

## **Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.**

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

# Prevailing Wage Rates

## Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and /or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf, conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

The Board of Trustees of the Galveston Independent School District (the “District”) hereby makes the following findings in connection with District facility projects:

1. Texas Government Code Chapter 2258 requires school districts to adopt Prevailing Wage Rates setting the minimum hourly wages to be paid to construction workers engaged in public works projects in the District;
2. PBK Architects, Inc., on behalf of all public-school districts in the Gulf Coast area, conducted a survey of Prevailing Wage Rates for construction trades in accordance with the requirements of Texas Government Code Chapter 2258;
3. The results of such survey are attached as Exhibit “A.”

BE IT, THEREFORE, RESOLVED that the Galveston Independent School District hereby adopts the Prevailing Wages reflected in Exhibit A for use on all District facilities projects.

Passed the 30<sup>th</sup> day of March, 2022.

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Anthony Brown  
President, Board of Trustees  
Galveston Independent School District

Attest: \_\_\_\_\_  
Shae Jobe,  
Secretary, Board of Trustees  
Galveston Independent School District