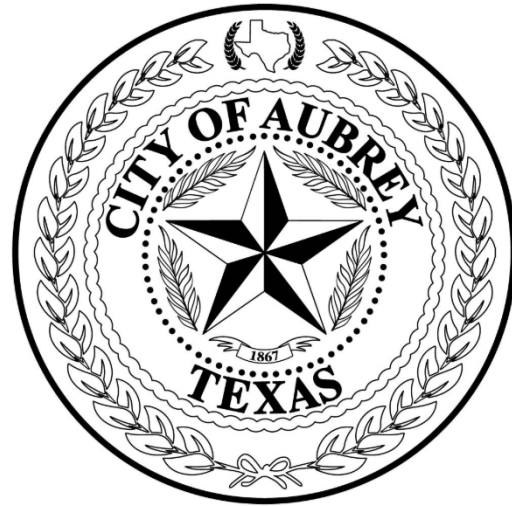


City Council Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
July 28, 2026
6:00 PM



**(Notice of Potential Quorum for Planning & Zoning Commission, Board of Adjustment, Library Board, Municipal Development District, and Parks and Recreation Board - even though a quorum of the members of these boards may or may not be present, no official action will be taken by their members.)*

Notice Regarding Remote Participation of Council Members

Pursuant to Section 551.127, Texas Government Code, one or more Council Members may attend this meeting remotely using videoconferencing technology. A quorum of the board will be physically present at the location provided above.

Call to Order - Determine if a Quorum is Present:

Invocation & Pledge of Allegiance: Pledge of Allegiance to the Texas Flag - "Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one, and indivisible."

Community Announcements: Items of community interest may include recognizing Citizens and Staff for outstanding contributions to the community, a reminder about an upcoming event that is organized or sponsored by the governing body, and announcements of an imminent threat to public safety that has arisen after the posting of this agenda.

Citizen Input: Any person may address the City Council. If your comments are concerning an agenda item, you may wait until the discussion on that item if you prefer. Once recognized by the Mayor, please step forward to the speaker's podium, state your name and address and speak directly into the microphone so that people in the room can hear comments and see presentations. Citizen comments are limited to three (3) minutes per individual unless additional time is otherwise required by law. No discussion or action may be taken at this meeting on any

item not listed on the agenda, other than to make statements of factual information or recite existing policy in response to a citizen's inquiry.

Workshop Items:

1. Discuss City finances, tax rate, budget, initiatives, operations, projects, and strategic plans not limited to, but including:
 - a. Direction regarding tax rate
 - b. Employee compensation and benefits
 - c. FY 26-27 projects
 - d. City departments and services - revenues and expenditures
 - e. Water and Wastewater rates
 - f. Capital Improvement Plan

New Business: New items requested for consideration.

2. Discussion regarding the Fiscal Year 2026-2027 Proposed Budget and action to set a public hearing date and vote on the proposed budget. The final budget will be approved after the public hearing on August 27, 2026.

****Taxpayer Impact Statement**

Property Tax Due on Median Valued Homestead

2024 Rate vs 2025 Adopted Rate vs 2025 No New Revenue Rate

	Rate per \$100 of Value	Median Valued Homestead Property	Tax Due
2024 Adopted Rate	0.464000	\$339,000	\$1,573
2025 Proposed Rate	0.450000	\$339,000	\$1,526
2025 No New Revenue Rate	0.450674	\$339,000	\$1,528

*****The 2025 tax year property tax rate listed above as the "2025 Proposed Rate" was adopted on August 28, 2025 and is currently in effect. The information provided above is required by State law. The agenda discussion posted for this meeting is a preliminary discussion regarding projected revenues and expenses necessary to begin and proceed with the preparation of a budget for Fiscal Year 2026-2027 as required by law. In accordance with State law, information necessary for the City to provide a proposed 2026 tax rate will be available from Denton County Appraisal District (DCAD) on or after July 25, 2026; however, when a proposed budget has been prepared and the City has received the DCAD information necessary to provide a proposed 2026 tax year rate, the table above will be updated with information regarding the 2026 tax year proposed rate, and a proposed budget will be posted online and accessible from the City of Aubrey homepage at www.aubreytx.gov.***

3. Discussion regarding the proposed 2026 Tax Rate and action on a Resolution to set a public hearing date for August 27, 2026, and scheduling a vote on the tax rate for August 27, 2026. An action taken on this item at this meeting will not adopt a tax rate.

4. Consideration and action on the Educational Experience Agreement between Aubrey Area Library and Texas Woman's University School of Library and Information Studies, authorizing the City Manager to execute the agreement.

-ADJOURN-

I, Jenny Hicks, City Secretary, certify that this Notice of Meeting was posted, per the Open Meetings Act, on the official bulletin board at the City Hall of the City of Aubrey, Texas and on the City's website at www.aubreytx.gov in accordance with Chapter 551, Texas Government Code, and shall remain posted until the meeting is adjourned.

I certify that the attached notice and agenda of items to be considered by the City Council of the City of Aubrey, Texas was removed by me from the official bulletin board of the City of Aubrey, Texas, 107 S. Main St, Aubrey, Texas on the _____ day of _____, 2026.

(The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to consult with its attorney regarding any of the matters listed on this document, as authorized by Texas Government Code Section 551.071 Consultation with Attorney.)

This facility is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, need to contact the ADA Coordinator at least 48-hours prior to the meeting. Please e-mail your request to: swilliams@aubreytx.gov or call (940) 440-9343 ext 106. BRAILLE IS NOT AVAILABLE.



**City Council Meeting
Staff Report
July 28, 2026**

Agenda Item

Discussion regarding the Fiscal Year 2026-2027 Proposed Budget and action to set a public hearing date and vote on the proposed budget. The final budget will be approved after the public hearing on August 27, 2026.

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Staff Contact

Mike English, Finance Director
menglish@aubreytx.gov
940-440-9343

Summary

The fiscal year 2026-2027 budget has been prepared with conservative financial projections as followed in past years while addressing the City's growth and maintenance requirements and planning a budget surplus.

Financial Summary

Key Budget Metrics (fiscal year 2026-2027 budget):

General Fund: Revenue \$25,150,510; Expense \$24,459,005; Surplus \$691,505

Enterprise Fund: Revenue \$10,193,9644; Expense \$9,361,235; Surplus \$832,729

MDD: Revenue \$1,278,000; Expense \$1,139,232; Surplus \$138,768

Staff Recommended Action

Approve

Staff Recommended Motion

I move to set a public hearing date and vote on the proposed Fiscal Year 2026-2027 Budget for August 27, 2026 at 6:00 p.m. at the Aubrey City Council Chambers, 226 Countryside Dr. Aubrey, TX 76227

City of Aubrey
Fiscal Year Budget Summary City
Council Meeting July 28, 2026

Fiscal Year 2027 Budget Summary				
General Fund				
	Budget FY27	Budget FY26	YOY Change	%
Revenue	25,150,510	22,421,377	2,729,133	12.17%
Expense	24,459,005	21,958,292	2,500,713	11.39%
Surplus	691,505	463,085	228,420	49.33%
Water/Sewer Fund				
	Budget FY27	Budget FY26	YOY Change	%
Revenue	10,193,964	8,625,727	1,568,237	18.18%
Expense	9,361,235	7,735,389	1,625,846	21.02%
Surplus	832,729	890,338	-57,609	-6.47%
Municipal Development District				
	Budget FY27	Budget FY26	YOY Change	%
Revenue	1,278,000	1,284,020	-6,020	-0.47%
Expense	1,139,232	1,214,879	-75,647	-6.23%
Surplus	138,768	69,141	69,627	100.70%



**City Council Meeting
Staff Report
July 28, 2026**

Agenda Item

Discussion regarding the proposed 2026 Tax Rate and action on a Resolution to set a public hearing date for August 27, 2026, and scheduling a vote on the tax rate for August 27, 2026. An action taken on this item at this meeting will not adopt a tax rate.

Staff Contact

Mike English, Finance Director
menglish@aubreytx.gov
940-440-9343

Summary

The City has received the certified property appraisal total from the Denton Central Appraisal District. The total certified estimated value is \$1,190,619,543. This certified value is approximately 2% higher than the prior year's certified appraisal total of \$1,170,298,408.

Financial Summary

See summary section.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to [approve/deny/table] the Resolution and propose the 2026 Tax Rate as \$0.xx and set a public hearing date and vote on the proposed tax rate for August 27, 2026, at 6:00 p.m. at the Aubrey City Council Chambers, 226 Countryside Drive.

RESOLUTION NO. 1056-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, APPROVING THE 2026 CERTIFIED PROPERTY TAX VALUES FOR THE CITY OF AUBREY; DESIGNATING AN OFFICER TO SUBMIT THE NO NEW REVENUE AND VOTER APPROVAL RATES TO THE CITY COUNCIL, THE SAME OFFICER BEING AUTHORIZED TO ALSO CERTIFY THE RATES WITH THE COMPTROLLER PRIOR TO PRESENTATION TO COUNCIL; AUTHORIZING THE OFFICER TO SUBMIT THE CERTIFIED PROPERTY TAX RATES TO THE TAX ASSESSOR COLLECTOR; SETTING A PUBLIC HEARING ON THE PROPOSED PROPERTY TAX RATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas ("City") is a Home Rule municipality, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, in compliance with Chapter 26 of the Texas Tax Code, as amended, the City Council hereby approves this Resolution regarding the City's 2026 proposed property tax rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

SECTION 1. That the above and foregoing premises are hereby incorporated as if set forth fully herein.

SECTION 2. That the City Council hereby approves the 2026 Certified Property Tax Values for the City of Aubrey, Texas as submitted by the Denton County Appraisal District, attached hereto and incorporated herein as Exhibit A.

SECTION 3. That the City Council hereby appoints the City Manager, or his designee, to calculate the 2026 City of Aubrey no new revenue and voter approval tax rates, to certify such tax rates with the Comptroller, to present the certified tax rates to the City Council, and to present the certified tax rates to the Tax Assessor Collector.

SECTION 4. The City Council hereby directs the City Manager, or his designee, to provide notice of a public hearing on the proposed 2026 property tax rate of \$_____ on August 27, 2026, in accordance with Chapter 26 of the Texas Tax Code, as amended.

SECTION 5. That this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 28th day of July, 2026.

AYES _____ NAYS _____ ABSTAINED _____

Council Member:	For:	Against:
Jeff Perry	_____	_____
Candace Stone	_____	_____
Mike Browning	_____	_____
Randy Jones	_____	_____
Chuck Fikes	_____	_____

**CHRIS RICH
MAYOR**

ATTEST:

**JENNY HICKS
CITY SECRETARY**

Exhibit A

2026 Certified Property Tax Values

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (4,550)	(Count) (48)	(Count) (4,598)
Land HS Value	319,067,762	4,037,650	323,105,412
Land NHS Value	146,418,132	516,161	146,934,293
Land Ag Market Value	23,810,054	0	23,810,054
Land Timber Market Value	0	0	0
Total Land Value	489,295,948	4,553,811	493,849,759
Improvement HS Value	818,206,894	11,249,619	829,456,513
Improvement NHS Value	202,774,724	0	202,774,724
Total Improvement	1,020,981,618	11,249,619	1,032,231,237
Market Value	1,510,277,566	15,803,430	1,526,080,996
BUSINESS PERSONAL PROPERTY	(274)	(0)	(274)
Market Value	56,124,379	0	56,124,379
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (4,824)	(Total Count) (48)	(Total Count) (4,872)
TOTAL MARKET	1,566,401,945	15,803,430	1,582,205,375
Ag Productivity	11,785	0	11,785
Ag Loss (-)	23,798,269	0	23,798,269
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	1,542,603,676	15,803,430	1,558,407,106
	99.0%	1.0%	100.0%
HS CAP Limitation Value (-)	2,723,524	33,599	2,757,123
CB CAP Limitation Value (-)	2,494,720	322,037	2,816,757
NET APPRAISED VALUE	1,537,385,432	15,447,794	1,552,833,226
Total Exemption Amount	258,252,881	125,000	258,377,881
NET TAXABLE	1,279,132,551	15,322,794	1,294,455,345
TAX LIMIT/FREEZE ADJUSTMENT	103,250,381	585,421	103,835,802
LIMIT ADJ TAXABLE (I&S)	1,175,882,170	14,737,373	1,190,619,543
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	1,175,882,170	14,737,373	1,190,619,543

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX

\$5,774,728.11 = 1,190,619,543 * (0.450000 / 100) + \$416,940.17

AUBREY CITY OF
Tax Limit Adjustment Breakdown
(Freeze)

NOT UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	5,016,726	4,776,726	19,174.12	19,563.59	16
OV65	102,196,312	95,102,918	383,553.85	394,794.6	350
OV65S	3,956,063	3,370,737	11,881.59	11,881.59	17
Total	111,169,101	103,250,381	414,609.56	426,239.78	383
Tax Rate: 0.450000					

UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	244,676	229,676	823	823	1
OV65	370,745	355,745	1,507.61	1,507.61	1
Total	615,421	585,421	2,330.61	2,330.61	2
Tax Rate: 0.450000					

TOTAL

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	5,261,402	5,006,402	19,997.12	20,386.59	17
OV65	102,567,057	95,458,663	385,061.46	396,302.21	351
OV65S	3,956,063	3,370,737	11,881.59	11,881.59	17
Total	111,784,522	103,835,802	416,940.17	428,570.39	385
Tax Rate: 0.450000					



**City Council Meeting
Staff Report
July 28, 2026**

Agenda Item

Consideration and action on the Educational Experience Agreement between Aubrey Area Library and Texas Woman's University School of Library and Information Studies, authorizing the City Manager to execute the agreement.

Staff Contact

Brittany McLain, Library Manager
bmclain@aubreytx.gov
940-365-9162

Summary

- We are seeking to be a practicum host site for Texas Woman's University School of Library and Information Studies.
- TWU SLIS Practicum is a professionally supervised internship resulting in credit hours required for graduation and the award of a Master of Library Science degree from the Texas Woman's University.
- The experience provides an opportunity for the graduate students to apply their academic knowledge and to practice new skills in the context of a professional setting. The student(s) will work around 120 hours during the semester when they are enrolled in the practicum.
- We are currently expanding the library's online resources to better connect patrons and community members with educational materials, library services, and trusted information. An MLS practicum student would provide the specialized research, analytical, and organizational support needed to develop a comprehensive online Resource Guide Hub for the library website. This project would enhance the accessibility and visibility of existing library resources while creating additional high-quality digital resources to meet the needs of patrons across all stages of life. Through this experience, the practicum student would gain valuable, high-level experience in web-based resource development, information organization, digital content management, community needs assessment, and information literacy initiatives, while supporting the library's current mission to promote lifelong learning, digital inclusion, and equitable access to reliable information.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Move to [approve, table, or deny] the Educational Experience Agreement between Aubrey Area Library and Texas Woman's University School of Library and Information Studies, authorizing the City Manager to execute the agreement.



Educational Experience Agreement

This Educational Experience Agreement (the “Agreement”) is entered into between Texas Woman’s University (“TWU”), and institution of higher education located in the State of Texas, and

(the “Host”) located
at/in: .

1. PURPOSE.

- 1.1 This Agreement applies to Student placement programs at TWU’s School of Library and Information Studies (SLIS) which include: internships, fellowships, field placements, fieldwork experiences, practicums, capstones, and cooperative education (co-op) programs (collectively the “Educational Experience”).
- 1.2 TWU provides academic courses to Students and periodically desires to provide Students in such courses with an Educational Experience, by utilizing resources, staff, facilities, and personnel of the Host. This Agreement provides the parameters for the Educational Experience between TWU and the Host.

2. GENERAL CONSIDERATIONS.

- 2.1 Governing Law: This agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

- 2.2 This Agreement is effective upon execution by both Parties and will be in effect for:

(insert number to the left) (indicate to the left whether in years or months).

The term of this Agreement shall not exceed five (5) years. This Agreement may be terminated by TWU or the Host for any reason and at any time, by providing ninety (90) days advance written notice to the other Party. Should notice of termination be given under this Section, Students already scheduled to train at Host shall be permitted to complete any previously scheduled or active assignment with Host.

- 2.3 Neither TWU nor Host will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other Party’s actions or omissions, whether negligent or otherwise, including without limitation claims based on employment law or allegations of discrimination.
- 2.4 This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between TWU and the Host; but rather is an agreement by and among two independent contractors. Each Student is placed with the Host for the Educational Experience as part of TWU’s academic curriculum. To the extent allowed under state and/or federal law, neither the Host nor TWU is required to provide worker’s compensation coverage for the Students participating in an Educational Experience.



2.5 Host and TWU shall each provide a contact person (the “Coordinator”) for activities related to the performance of this Agreement. The following contact names and addresses shall be the Coordinators for the Host. Others may be designated in writing by the parties at any time. Any notices required by this Agreement shall be delivered via personal delivery, via first-class mail return receipt requested, or via electronic mail with read receipt, as follows:

For Host:

Name and Title: Brittany McLain
Address: 226 Countryside Drive
City/State/Zip: Aubrey, TX 76227
Telephone number: 940-365-9162
Email address: bmclain@aubreytx.gov

For TWU:

Name and Title: SLIS Practicum Coordinator
Address: TWU SLIS, Stoddard Hall, 1317 N. Bell Avenue, Room 404
City/State/Zip: Denton, TX 76204
Telephone number: 940-898-2602
Email address: slis@twu.edu

2.6 The parties acknowledge and agree that it shall be the responsibility of each Student to: (i) comply with the Host’s policies and procedures; (ii) report any serious problems related to the Educational Experience, including safety and personnel problems, to the Coordinator at TWU and the Host; and (iii) maintain a personal health insurance policy throughout Student’s Educational Experience with the Host.

2.7 FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TWU hereby designates the Host as a school official with legitimate educational interest in the educational records of the Students who participate in the Educational Experience, to the extent that access to the records are required by the Host to carry out its responsibilities under this Agreement. The Host agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

2.8 Sovereign Immunity: The Parties acknowledge and expressly agree that nothing in this Agreement, nor any other conduct, action or inaction of any representative of TWU relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU is entitled, as an agency of the State of Texas. TWU enters this Agreement only to the extent authorized by applicable law. Any provision of this Agreement that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state’s Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by Hospital or any third party, even if TWU has been advised of the possibility of such damages.

- 2.9 Intellectual Property: Host agrees that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with TWU (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of TWU. Host agrees to not use TWU’s Marks in any advertising material of any kind, press release, or any public announcement, without the expressed written permission of TWU’s Marketing and Communications.

3. RESPONSIBILITIES OF TWU. TWU shall:

- 3.1 Provide course information and objectives, and ensure that each participating Student meets academic and other qualifications that are consistent with the objectives and requirements of TWU’s applicable academic program;
- 3.2 Make reasonable efforts to ensure that each Student from TWU is aware of Student’s responsibilities to abide by the terms of Section 2.6 of this Agreement.
- 3.3 Make reasonable efforts to ensure that the Student participates in the Educational Experience during the dates specified unless modified by the Host and TWU. This includes instructing each Student about the consequences of not completing the Educational Experience;
- 3.4 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision as it relates to the Program; and
- 3.5 Ensure that for each Educational Experience, the Coordinator of TWU (i) maintains ongoing contacts with the Student and the Host, (ii) discusses the specifics and expectations of the Educational Experience with the Student and the Host, (iii) monitors the Student’s progress with the Student and the Host, and (iv) advises the Student relative to a program of study related to the Educational Experience.
- 3.6 TWU shall provide to Host, a list of participating Student(s), a description of syllabus requirements, and other related objectives and expectations.

4. RESPONSIBILITIES OF THE HOST. Host shall:

- 4.1 Provide supervision, facilities, and instruction to Students to support their acquisition of skills and knowledge related to their chosen field of study or occupation;
- 4.2 Orient the Student to the Host’s rules, policies, procedures, methods, and operations;
- 4.3 Evaluate the Student’s performance and notify TWU’s Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Student;
- 4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to Host including without limitation all workplace safety laws and discrimination laws;
- 4.5 If applicable, pay the Student the agreed upon rate of compensation for the term of the Educational Experience and fulfill all legal requirements related to the Student’s performance of the Educational Experience, including without limitation proper classification of the Student as an independent contractor or employee and the legalities associated therewith, as it relates to Student’s relationship with Host;

- 4.6 Accept the primary responsibility for supervision and control of the Student at the Educational Experience site.
- 4.7 Insurance: Upon request from TWU, Host will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
- 4.8 Host shall endeavor to comply with the syllabus requirements and other related objectives and expectations, provided by TWU.
- 4.9 In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick), while at Host's facility, then Host shall provide necessary emergency health care or first aid, within its capacity, to that Student. In the event that Host does not have the resources to provide such emergency care, then Host shall refer Student to the nearest emergency facility. Student will bear financial responsibility for any charges generated.

5. TEXAS GOVERNMENT CODE PROVISIONS:

- 5.1 Non-Discrimination: The parties agree to comply with applicable state and federal rules governing non-discrimination, equal opportunity and affirmative action.
- 5.2 Texas Public Information Act ("TPIA"): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this Agreement will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
- 5.3 Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, Host represents and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.
- 5.4 Boycott Certification: Pursuant to Texas Government Code Chapter 2271, Host certifies that either (1) it meets an exemption criterion under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Pursuant to Texas Government Code Chapter 2276, Host certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. Host acknowledges this Agreement may be terminated and payment withheld if either certification is or becomes inaccurate.
- 5.5 Firearm Certification: Pursuant to Texas Government Code Chapter 2274, Host represents and warrants that it (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5.6 Executive Order No. GA-48 Certification. Pursuant to Texas Governor Executive Order 48, Host certifies that Host or any of its holding companies or subsidiaries if applicable, is not: (1) listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or (2) listed in Section 1260H of the 2021 NDAA; or (3) owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or (4) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4. Host acknowledges this Agreement may be terminated and payment withheld if this certification is or becomes inaccurate.

6. ENTIRE AGREEMENT.

Headlines in this Agreement are for convenience only. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede and replace all prior agreements, promises and understandings, oral or written, between the Parties, regarding the subject matter hereof. No amendment to this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

Texas Woman’s University:

Authorized Signature _____

Printed Name _____

Title _____

Date _____

Host:

Authorized Signature _____

Printed Name _____

Title _____

Date _____