

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF GALVESTON TEXAS AND THE  
ROSENBERG LIBRARY ASSOCIATION RELATED TO THE PAYMENT OF  
AD VALOREM TAXES TO THE ROSENBERG LIBRARY IN ACCORDANCE WITH  
THE CHARTER OF THE CITY OF GALVESTON

This agreement is entered into by and between the City of Galveston (City) and the Rosenberg Library Association (Library), a 501(c)(3) not for profit corporation. The City and Library are hereinafter referred to as the "Parties".

The Parties agree that City Charter Art. VIII §2 provides that the City shall pass "for the conduct, maintenance, improvement and extension of Rosenberg Library, a tax rate which will yield that amount which would be derived by the levy of a Five Cent (\$0.05) tax or at the discretion of the City Council, an additional amount up to an eight cent (\$0.08) tax per \$100 of assessed valuation based upon a one hundred (100) percent assessment ratio."

In 2018 the parties entered into Memorandum of Understanding to formalize the process of delivery of funds, referred to as "City Support" to the Library by the City. A copy of that Memorandum is attached as Exhibit A and is incorporated herein as if fully set forth. All terms and conditions set forth in the 2018 Memorandum are continued in force by this agreement.

The parties agree to the following refinements of the 2018 Memorandum as set forth herein:

- 1) The City shall continue to meet its obligations to provide City Support for the Library as set forth in City Charter Art. VIII §2.
- 2) The Library will accept the funds provided by the City under the Charter as continued City support.
- 3) The Library elects for the term of this agreement to make payments to the City in the amount set forth herein for the purposes outlined in Section IV below.

The parties agree that the payments between the parties shall be determined as follows:

- I. Fiscal years: Both the City and Library utilize fiscal years beginning on October 1 and ending the following September 30.
- II. Setting of payment to Library: As set forth in the 2018 Memorandum as attached, the City will make payment to the Library in a total amount equal to the certified value supplied by the Galveston Central Appraisal District multiplied by five cents (\$0.05) for each one hundred dollars (\$100) of assessed value. The payments shall be made monthly by the fifth business day of the month for each fiscal year in which this agreement is in place, beginning with FY 2022 that begins October 1, 2021.
- III. Payments to the City from Library: The Library has determined that it is amenable to make an annual payment to the City. It is the intent of this agreement that the City and the Library will receive the same overall percent increase in total property tax revenue as presented and prepared under State law. For this purpose, the sum to be paid to the City by the Library will be the amount which when netted against the property tax payment made by the City under Section II ensures that the City and the Library have the same percent increase over the prior year. This calculation is to be made as follows:

- A. The State of Texas Local Government Code Section 102.007 requires that the top page of the City Budget include the following language:  
 “This budget will raise more revenue from property taxes than last year’s budget by an amount of \$\_\_\_\_\_ which is a \_\_\_\_ percent increase from last year’s budget.”
  - B. This language is required to be the broadest measure of property taxes including principal, penalties and interest paid on a current or delinquent basis during the City’s fiscal year. It includes property tax revenue allocated within the City Budget by the City Council to the City’s General Fund, the City’s Debt Service Fund, and the Library.
  - C. These allocations are based on the State defined and regulated property tax rate passed by Council for debt and for maintenance and operations, with the latter portion of the rate including the Library’s \$0.05 tax rate. The percent increase is calculated as the total amount budgeted for the upcoming budget year less the total amount estimated for the current year in the aforementioned budget (variable C) divided by the amount estimated for the current year in total.
  - D. The Library’s payment to the City is calculated as follows:
    - A = Percent increase in the City’s total budgeted property tax revenue for the upcoming fiscal year over the estimated total for the current fiscal year as shown on the cover page of the City Budget and required by State law.
    - B = Proposed Budget for the property tax payment by the City to the Library in the upcoming fiscal year as required by the City Charter at the \$0.05 rate.
    - C = Estimated property tax payment by the City as presented in the Budget for the upcoming fiscal year being made in the current fiscal year to the Library under the City Charter.
    - D = Equitable share of the upcoming fiscal year’s property tax revenue for the Library.
    - E = Library payment to the City.
- Applying the variables above the formula is a two-step process  
 Step 1 – (1 plus A) times C equals D  
 Step 2 – B less D equals E
- E. The Library’s payments shall be made in monthly installments using the budgeted amounts by the tenth business day of each month for each fiscal year in which this agreement is in place.

IV. The Library was formed and organized to carry out the provisions of the twenty-first clause of the will of Henry Rosenberg. That clause contemplates the endowment of a free public library for the people of Galveston together with free lectures and other matters “as may be most conducive to the improvement, instruction and elevation of the citizens of Galveston.” In keeping with this purpose and mission, the City hereby agrees, as a condition to receiving the payments from the Library contemplated in this agreement, to use the funds from the payments provided by the Library to the City only for the public educational benefit of the citizens of Galveston through programs, projects and events promoting, encouraging or focusing on matters such as literacy, digital infrastructure, public broadband internet access, workforce development or other similar matters that are related to public library services.

- V. Actual property taxes collected will vary from the Budget; the parties agree this is a common occurrence which must be contemplated. Therefore as soon as practicable after the close of the fiscal year but not later than December 15, the City will calculate the final amount owed to the library under the City Charter requirement, as well as the amount payable by the Library to the City using the actual increase in total property taxes over the prior fiscal year and calculating the Library's final amount due to the City using the same steps above. As it does now, the City will issue the Library a statement showing these calculations and will adjust its payment to the Library in satisfaction of the Charter requirement. If the City shows any funds are due for the Library's payments to the City, the Library will remit that payment within thirty days.
- VI. The parties will follow this methodology for the fiscal year beginning October 1, 2021. Parties agree to have at least one in-person meeting to discuss the efficacy of the terms of this agreement and any additional proposed changes to Library funding prior to any City action to initiate a formal review of the Library funding language in the City Charter.
- VII. This agreement will automatically terminate on September 30, 2022, unless the parties expressly agree in writing to extend the term of this agreement.
- VIII. The City will not issue any press release or other disclosure regarding the contents of this agreement (other than as expressly required by Texas Public Information Act), without the prior written consent and approval of the Library.