

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
WEDNESDAY - MAY 15, 2019 - 1:00 P.M.
COUNCIL CHAMBERS/ROOM 204 - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

**THE CITY COUNCIL WILL CONVENE IN COUNCIL CHAMBERS TO CONSIDER AGENDA
ITEMS 1 THROUGH 6, AND WILL MOVE INTO ROOM 204 FOR ITEM 7 - WORKSHOP ITEMS.**

SPECIAL MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. CONFLICTS OF INTEREST
4. PUBLIC COMMENT
 - A. Agenda Items
 - B. Non-Agenda Items
5. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)
 - 5.A. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Canvassing The Returns Of The Proposition A Election (Election) Held On May 4, 2019; Officially Declaring The Results Of The Election; Declaring The Regularity And Legality Of The Election; Directing The City Secretary To Prepare The Election Register And To Preserve The Election Records; Providing For Findings Of Fact And An Effective Date. (Legal)

Documents:

[ORDINANCE - MAY 4 2019 ELECTION.DOCX](#)

6. ACTION ITEMS
 - 6.A. Consider For Approval A Resolution By The City Of Galveston, Texas Suspending The May 21, 2019 Effective Date Of The Statement Of Intent Of Texas Gas Service Company To Increase Rates Within Incorporated Areas Of Its Service Territory To Permit The City Time To Study The Request And To Establish Reasonable Rates; Authorizing Participation With Other Texas Municipalities In The Gulf Coast Service Area; Hiring Legal And Consulting Services To Negotiate With The Company And Direct Any Necessary Litigation And Appeals; Finding That The City's Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel. (Legal)

Documents:

[CITY SUSPENSION RESOLUTION TGS-GCSA HARVEY.DOC](#)

- 6.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving A Memorandum Of Understanding Between The City Of Galveston And The County Of Galveston For The Provision Of Local Cash Resources, Bridge Alignment And Ownership Of A New Pelican Island Bridge; Authorizing The City

Manager To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Providing For Findings Of Fact And For An Effective Date (Yarbrough)

Documents:

[RESOLUTION RELATED TO MOU WITH THE COUNTY OF GALVESTON.DOCX](#)
[PELICAN ISLAND MOU.PDF](#)

- 6.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Interlocal Agreement With The Texas Department Of Transportation ("TxDOT") Whereby The City Of Galveston Will Provide Galveston Police Officers For Law Enforcement And Traffic Control Operations On Ferry Road And At The Galveston Ferry Landing; Authorizing The City Manager To Sign The Interlocal Agreement; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And Providing For An Effective Date. (V. Hale)

Documents:

[TEXAS DEPARTMENT OF TRANSPORTATION - FERRY LANDING SECURITY.DOCX](#)
[TXDOT FERRY ROAD SECURITY.DOCX](#)
[CON - TEXAS DEPARTMENT OF TRANSPORTATION - FERRY LANDING SECURITY_TRAFFIC ENFORCEMENT - 5_23_2019 \(2\).PDF](#)

- 6.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Of Galveston To Purchase Properties Contaminated By The Old Municipal Incinerator For The Purposes Of Remediation Or Demolition; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[COUNCIL APPROVAL TO PURCHASE PROPERTIES FOR INCINERATOR DEMOLITION.DOCX](#)

7. WORKSHOP ITEMS (ROOM 204)

- 7.A. Discussion Of Amending Term Length And Appointment Dates For Boards, Commissions, And Committees Serving The City Of Galveston (M. Jadidi - 20 Minutes)

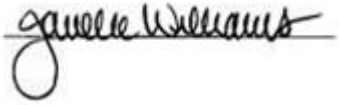
Documents:

[2019 05 15 - REPORT FOR BOARD APPOINTMENT DATES AND TERMS.DOCX](#)

- 7.B. Discussion Of A Review Process For Special Events (Yarbrough - 30 Minutes)
- 7.C. Receive And Discuss An Update From The Trolley Ad Hoc Committee (D. Smith - 30 Minutes)

8. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on May 10, 2019 at 12:10 P.M.

A handwritten signature in black ink, appearing to read "Janelle Williams", written over a horizontal line.

Janelle Williams, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, CANVASSING THE RETURNS OF THE PROPOSITION A ELECTION (ELECTION) HELD ON MAY 4, 2019; OFFICIALLY DECLARING THE RESULTS OF THE ELECTION; DECLARING THE REGULARITY AND LEGALITY OF THE ELECTION; DIRECTING THE CITY SECRETARY TO PREPARE THE ELECTION REGISTER AND TO PRESERVE THE ELECTION RECORDS; PROVIDING FOR FINDINGS OF FACT AND AN EFFECTIVE DATE.

WHEREAS, on May 4, 2019, the City of Galveston (the “City”) held an Election for the purpose of submitting to the qualified voters of the City of Galveston the proposition for whether the City should continue to have authority to charge a fee for parking a motor vehicle on Seawall Boulevard until December 31, 2029; and,

WHEREAS, at such election, the following proposition was submitted to the voters:

PROPOSITION A

SHALL THE CITY COUNCIL HAVE THE AUTHORITY TO EXTEND THE IMPOSITION OF A FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD BETWEEN THE HOURS OF 10:00 A.M. AND 6:00 P.M. DAILY, TO BE COLLECTED BY A PAID PARKING SYSTEM WITH USE OF THE PROCEEDS RESTRICTED TO FUNDING SEAWALL ENHANCEMENTS, INCLUDING BUT NOT LIMITED TO LIGHTING, BATHROOMS, SHOWERS, LANDSCAPING, MAINTENANCE, AND LITTER CONTROL, WITH THE CREATION OF A RESERVE FOR THE REPLACEMENT OF CAPITAL IMPROVEMENTS ON THE SEAWALL AND NOT TO EXCEED 10% OF THE PROCEEDS FOR ADMINISTRATIVE COSTS, ALL IN ACCORDANCE WITH STATE LAW; AND GIVING THE CITY COUNCIL AUTHORITY TO INCREASE THE FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD TO AN AMOUNT OF \$2.00 PER HOUR, WITH A MINIMUM PURCHASE OF 2 HOURS, AND NOT TO EXCEED \$16.00 PER DAY, AND AN ANNUAL PERMIT NOT TO EXCEED \$45.00, UNTIL DECEMBER 31, 2029 UNLESS OTHERWISE RENEWED OR AMENDED BY A MAJORITY OF QUALIFIED VOTERS?

WHEREAS, the proposition was submitted to the voters, the Election was held and conducted and the returns thereof were made, all as required by *The City Charter* and the laws of the State of Texas; and,

WHEREAS, the City Council has reviewed and investigated all matters pertaining to the Election, including the ordering, notices, election officers, holding, and returns thereof, and it is now necessary to declare the official results of the canvass; and,

WHEREAS, the City Council of the City of Galveston, Texas, convened on Wednesday, May 15, 2019, to canvass the returns of the Bond Election and Special Election, a time in conformity with Section 67.003 of the Texas Election Code and with Article III, Section 3 of *The City Charter* of the City of Galveston, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council having convened on this the 15th day of May, 2019, to canvass the returns of the Election held on Saturday, May 4, 2019, and after canvassing the returns of said election, officially finds and determines that said election was duly ordered; proper notice of said election was duly given; proper election officers were duly appointed prior to said election; said election was duly held; the City has complied with the Federal Voting Rights Act and the Texas Election Code; and due returns of the results of said election have been made and delivered, all in accordance with applicable law and the Ordinances calling the election.

SECTION 3. Upon delivery of the sealed precinct returns to the City Council of the City of Galveston, Texas, it is hereby found and declared that the foregoing propositions set forth in this Ordinance were lawfully submitted to the qualified voters of the City; that only qualified voters voted “FOR” or “AGAINST” on such proposition; that the official returns of the election have been inspected, examined, and properly tabulated; and that the election was duly held after proper notice and in conformity with all applicable laws and ordinances.

SECTION 4. It is hereby declared that upon canvassing the election returns, the following numbers of votes were cast “FOR” and “AGAINST” on the propositions:

	FOR (in favor)	AGAINST (in opposition)
Proposition A	993 (67.97%)	468 (32.03%)

SECTION 5. The City Council of the City of Galveston hereby finds and declares that Proposition A. **DID** receive a majority of the votes cast for it in such Election.

SECTION 6. The Mayor, the City Secretary, and any other officers and employees of the City of Galveston, Texas, required to take any action as a result of the adoption of the propositions herein provided for, are hereby authorized and directed to take any and all such actions.

SECTION 7. The City Council of the City of Galveston, Texas, upon completion of this canvass, delivers this tabulation, lists, and other records used in this canvass to the

City Secretary, the general custodian of the election records, for entry into the election register as required by the Texas Election Code.

SECTION 8. The City Secretary is hereby directed to record in the election register the precinct totals of all of the election returns, which shall be incorporated into this Ordinance by reference, in accordance with State law.

SECTION 9. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, because the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

SECTION 10. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 11. In accordance with the provisions of Sections 12 and 13 of Article II of *The City Charter* this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 12. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of *The Charter of the City of Galveston, Texas*.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at a General Meeting held on the 15th day of May, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF GALVESTON, TEXAS SUSPENDING THE MAY 21, 2019 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF TEXAS GAS SERVICE COMPANY TO INCREASE RATES WITHIN INCORPORATED AREAS OF ITS SERVICE TERRITORY TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; AUTHORIZING PARTICIPATION WITH OTHER TEXAS MUNICIPALITIES IN THE GULF COAST SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about April 16, 2019, Texas Gas Service Company, a Division of ONE Gas, Inc. ("TGS" or "Company") filed with the City of Galveston ("City") and the other affected municipalities in its Gulf Coast Service Area ("GCSA") a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the GCSA effective May 21, 2019, in order to recover the Company's costs related to restoration of its system following the impact of Hurricane Harvey; and

WHEREAS, the City is a gas utility customer of TGS and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the City is authorized to protect the interests of the City and protect the interests of TGS customers residing and conducting business within municipal limits.

SECTION 3. That the May 21, 2019 effective date of the request to increase rates submitted by TGS on or about April 16, 2019 be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 4. That the City joins the other GCSA municipalities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., and Karl J. Nalepa of the consulting firm of ReSolved Energy Consulting, L.L.C. to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 5. That the City shall work with other affected GCSA municipalities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Railroad Commission of Texas' consideration of the TGS rate filing as it affects the customers in the unincorporated areas of the GCSA region.

SECTION 6. That the City's reasonable rate case expenses shall be reimbursed in full by TGS.

SECTION 7. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 8. That a copy of this Resolution shall be sent to Stephanie Houle, TGS at Barton Skyway IV, 1301 S. MoPac Expwy., Suite 400, Austin, Texas 78746 and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 9. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston, Texas, at its regular meeting held of the 15th day of May, 2019, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of _____ this ____ day of _____, 2019.

Secretary for the City Council
of the City of _____, Texas.

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GALVESTON AND THE COUNTY OF GALVESTON FOR THE PROVISION OF LOCAL CASH RESOURCES, BRIDGE ALIGNMENT AND OWNERSHIP OF A NEW PELICAN ISLAND BRIDGE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the current bridge connecting Pelican Island to Galveston Island has far exceeded its useful life span and is in need of replacement; and

WHEREAS, the Texas Department of Transportation is willing to provide Forty Five Million Dollars in funding for construction of a new bridge with the remainder to be paid by local sponsors; and

WHEREAS, the City and County have agreed to a funding mechanism whereby the City of Galveston will contribute Five Million Dollars toward the funding of the project, tentative alignment of the bridge with the ultimate ownership of the bridge residing with the City of Galveston; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the replacement of the Pelican Island Bridge by execution of the Memorandum of Understanding with the County of Galveston,

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

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas hereby approves the Memorandum of Understanding between the County of Galveston and the City of Galveston and authorizes the City Manager to execute the agreement along with any other necessary related documents upon approval of the City Attorney.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 15th day of May 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston

S T A T E O F T E X A S §

§ KNOW ALL MEN BY THESE PRESENTS:

C O U N T Y O F G A L V E S T O N §

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE**

**GALVESTON COUNTY, TEXAS
and
CITY OF GALVESTON, TEXAS**

This Memorandum of Understanding (MOU) is entered into between Galveston County (County) and the City of Galveston (City), collectively the (Parties), which are political subdivisions of the State of Texas, for the purpose of pledging financial support for the Pelican Island Replacement Bridge Project (Project) to be constructed between Galveston Island and Pelican Island.

This MOU expresses the intent of the Parties to achieve the following objectives:

1. Agreement on a plan for the provision of local cash resources from the parties to this MOU for the and
2. Agreement on a bridge alignment of the new Pelican Island Replacement Bridge and financial commitments related to same.
3. Agreement on the ownership of the new Pelican Island Replacement Bridge.

WITNESSETH:

WHEREAS, the existing vehicular bridge between Galveston Island and Pelican Island is in a deteriorated condition requiring replacement and expanded capacity critical to the future development of Pelican Island, safety of the traveling public, and efficient movement of traffic;

WHEREAS, the County has programmed \$5 million of infrastructure bond funding to support the local share requirement for the preferred alignment which supports the 2018 Transportation Improvement Program (TIP) "call for projects" from the Houston – Galveston Area Council (H-GAC);

WHEREAS, TxDOT has agreed to program \$45 million Category 6, Off-System federal bridge funding to support the Project;

WHEREAS, the County has applied for \$18 million in federal Surface Transportation Program (STP) funding from the FY 2019 – FY 2023 Houston – Galveston Area Council (H-GAC) TIP through its 2018 "call for projects" and County has pledged \$4.5 million of the aforementioned bond funds as the local match for these funds, if awarded;

WHEREAS, the City is requested to provide \$5 million to support the Project;

WHEREAS, the City and County will request the Galveston County Navigation District #1 provide up to \$10 million to support the demolition of the existing Pelican Island Bridge portion of the Project, once the new bridge is operational.

ARTICLE 1 TxDOT ADVANCED FUNDING AGREEMENT

The Parties to this MOU recognize that the existing Pelican Island Bridge is owned and operated by the Galveston County Navigation District #1 and that to secure Category 6 "off-system" bridge funding designated by TxDOT to support Project local sponsor, existing bridge owner or other entity, must execute an Advanced Funding Agreement with TxDOT.

Galveston County will act as the local sponsor for the advanced funding agreement with TxDOT. The County and City agree to provide the required local match and to provide the balance of funds necessary to fully fund the Project and to equally share in any potential cost overruns.

ARTICLE 2 BRIDGE ALIGNMENT

For the purpose of this MOU the location of the replacement bridge will be substantially within the existing right-of-way as depicted as Option 1 on the attached Exhibit A.

ARTICLE 3 COMMITMENT OF LOCAL RESOURCES

The parties agree that the commitment of local cash resources, as identified herein, is subject to the respective approvals and budgeting of the governing bodies of the Parties and TxDOT in an appropriate timeframe commensurate with Project expenditures.

ARTICLE 5 BRIDGE OWNERSHIP

At the completion of construction the County will transfer ownership of the replacement bridge to the City.

ARTICLE 6 TERM OF MEMORANDUM OF UNDERSTANDING

The MOU will remain in effect until construction is completed and ownership of the bridge is transferred to the City.

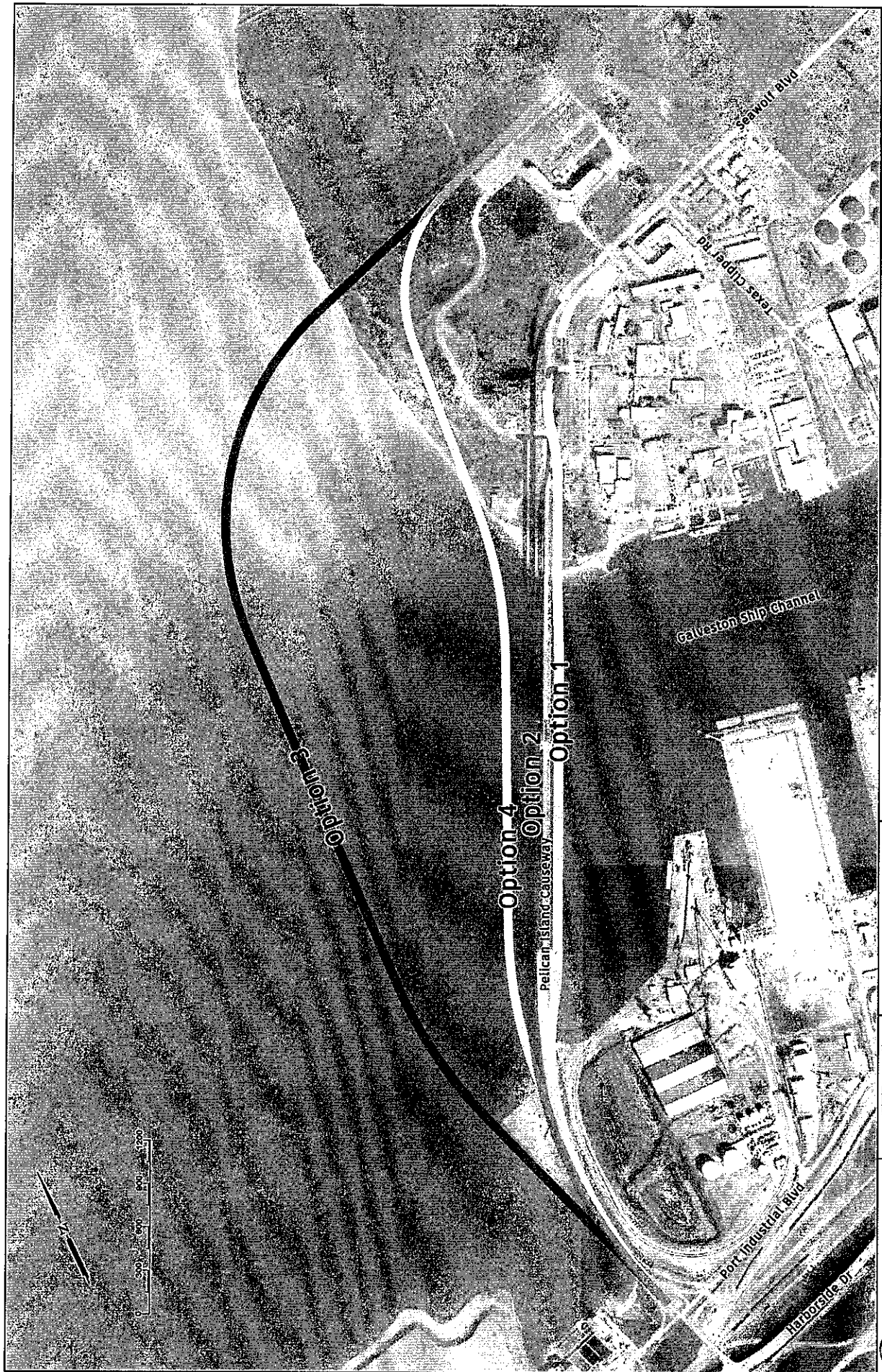
ARTICLE 7
LIABILITY AND INDEMNIFICATION

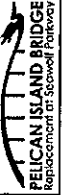
The Parties agree that no individual Party will be liable to the other for any acts of negligence of the employees, agents, or subcontractors engaged to support completion of the activities described within this MOU; and, the parties agree that they will mutually indemnify each other for the actions of their employees, agents, or subcontractors engaged to support completion of the activities described within this MOU to the extent permitted under the laws of the State of Texas. The parties agree that their respective employees shall continue to be their own, and no party will claim that an employee of one entity has acted as a borrowed servant of the other.

NOW, THEREFORE, BE IT RESOLVED THAT THIS MEMORANDUM OF UNDERSTANDING IS APPROVED BY GALVESTON COUNTY AND THE CITY OF GALVESTON AND SHALL BECOME EFFECTIVE ON THIS ____ day of _____ 2019.

GALVESTON COUNTY

CITY OF GALVESTON



 GALVESTON COUNTY  PELICAN ISLAND BRIDGE Replacement of Seawall Forebay	 HDR 1700000000 1700000000 1700000000 1700000000	PELICAN ISLAND BRIDGE REPLACEMENT CONCEPTUAL OPTIONS 1, 2, 2A, 3, 3A	Exhibit A	1
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Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
May 1st, 2019

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Vernon L. Hale III, Chief of Police

RE: Consider for approval an interlocal agreement between the City of Galveston and the Texas Department of Transportation to continue to provide traffic enforcement and security on Ferry Road and at the ferry landing. The agreement is for one year from the date of execution. TXDOT will reimburse up to \$260,989.90 with no match required by the City of Galveston.

I. Background

- A. The Galveston Police Department has historically worked under interlocal contract agreement with TXDOT to provide general law enforcement and traffic control duties.
- B. Without an agreement with TXDOT, the Galveston Police Department would still be required to answer calls for service at the Ferry line.

II. Current Situation

- A. The proposed agreement reimburses the City of Galveston for each officer who works the detail at a rate higher than the officer's overtime rate to compensate for fringe benefits and vehicle usage.
- B. TXDOT will coordinate with the Galveston Police Department for manpower requirements.

III. Issues

- A. Cost – There will be no cost to the City of Galveston. TXDOT will reimburse the city at a rate which covers the officer's salary and vehicle usage.
- B. Departmental Improvements – Police services will be provided at the Ferry Landing by the Galveston Police Department without impacting on-duty resources.

IV. Alternatives in order of priority

- A. Approval of the interlocal agreement.
- B. Do not approve the interlocal agreement.





Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
May 1st, 2019

V. Recommendation

Concur in Alternative A and grant approval of the interlocal agreement.

VI. Fiscal Impact Report

Requested by:

Vernon L. Hale, III
Chief of Police

Funding Source:

Ferry Landing Overtime
0100-211413-511026-421000

Cost of Implementation:

No cost to implement

Respectfully Submitted,

Vernon L. Hale III
Chief of Police



RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”) WHEREBY THE CITY OF GALVESTON WILL PROVIDE GALVESTON POLICE OFFICERS FOR LAW ENFORCEMENT AND TRAFFIC CONTROL OPERATIONS ON FERRY ROAD AND AT THE GALVESTON FERRY LANDING; AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston Police Department, pursuant to an Interlocal Agreement, has historically provided uniformed police officers and equipment for law enforcement operations at the Galveston Ferry Landing for the purpose of providing general law enforcement and traffic control duties during busy weekends, special events, and peak tourist seasons; and

WHEREAS, the funding for the Galveston Police Department personnel providing these services on Ferry Road and at the Galveston Ferry Landing is provided by the Texas Department of Transportation (“TxDOT”) pursuant to the terms of an Interlocal Agreement; and

WHEREAS, TxDOT and the City of Galveston agree that it is to the mutual benefit of the local citizenry and to the citizens of the State of Texas that local Galveston police officers continue to provide such law enforcement and traffic control services at the Galveston Ferry Landing and that TxDOT and the City of Galveston enter into a new interlocal agreement; and

WHEREAS, TxDOT and the City of Galveston are authorized to enter into the proposed Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code and Section 201.209 of the Texas Transportation Code; and

WHEREAS, TxDOT requires the City of Galveston to adopt a Resolution approving the proposed Interlocal Agreement for law enforcement and traffic control operations at the Galveston Ferry Landing; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest that the City of Galveston enter into the proposed Interlocal Agreement with TxDOT.

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

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves entering into the proposed Interlocal Agreement with the Texas Department of Transportation to provide law enforcement and traffic control operations on Ferry Road and at the Galveston Ferry Landing, and authorizes the City Manager to execute the proposed Interlocal Agreement identified as TxDOT attached herein as Exhibit A.

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to send a certified copy of this Resolution to the Texas Department of Transportation.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 15th day of May, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston

Interlocal Agreement

Contract Services Transmittal Form

From: Houston/Galveston Ferry (District/Division)	Contact Person: Loretta Loftin Phone No.: (409) 795-2233
Subject: Peace Officer Enforcement	
Other Entity City of Galveston	Contract Maximum Amount Payable \$260,989.90
Are any federal funds used in this contract? No If yes, what kind of federal funds.	
Was the standard interlocal or amendment format modified? Yes <u> X </u> No <u> </u> If modified, date of Contract Services approval: _____ Modifications made are as follows: V. Term of Contract is modified to state that the contract expires one year from the date the last party has signed the agreement instead of providing a specific date. Approved by _P.Graves_____	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.**I. CONTRACTING PARTIES:**

The Texas Department of Transportation
City of Galveston Police Department

TxDOT
Local Government

II. PURPOSE: To provide uniformed, armed peace officers and equipment for law enforcement, general surveillance, and traffic control for the Galveston/Port Bolivar Ferry Operation.**III. STATEMENT OF SERVICES TO BE PERFORMED:** The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$260,989.90 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.**V. TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates one year from the date the last party has signed the agreement or when otherwise terminated as provided in this Agreement.**VI. LEGAL AUTHORITY:****THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

City Of Galveston Police Department

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

The Local Government shall provide uniformed, armed, peace officers and equipment for law enforcement, general surveillance, and traffic control for the locations, time periods, and hours to be determined by TxDOT.

The Local Government officers on duty shall:

1. be in full uniform and armed at all times while on duty;
2. provide law enforcement, general surveillance, and traffic control for the dates, location, and time periods, as assigned;
3. project as much visibility as possible to the public during the entire scheduled shift through the presence of marked patrol vehicles and uniformed officers to deter speeding, vandalism, and any other types of undesirable behavior;
4. continue operations as scheduled during conditions arising from force majeure such as hurricanes, floods, or other major disasters occurring in other parts of the State, which is subject to the discretion of the Local Government and the availability of manpower;
5. ensure that transportation of alleged perpetrators will not interfere with the contract responsibilities of any officers on duty;
6. perform a radio check and identify himself or herself by name, upon reporting for duty at the designated location.
7. Have use of a marked patrol car fully equipped with all necessary equipment to provide traffic control.

The Local Government shall:

1. supply equipment and vehicles for officers during their patrol;
2. provide the appropriate number of officers per shift in accordance with the requirements set by TxDOT;
3. be responsible for all complaints against officers;
4. provide TxDOT with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with TxDOT's representative; and
5. appoint a supervising officer to coordinate scheduling, and duties to include mitigation of any traffic control of law enforcement matters with the designated TxDOT representative. This appointed supervising officer shall specify the rank of each scheduled individual.
6. issue invoices and work reports as the work is completed to the TxDOT's Houston District Office.
7. patrol Ferry Road and not be stationary for more than 30 minutes
8. move barricades and/or cones from the roadway at the end of the last shift if not scheduled to work the following day

TxDOT shall:

1. provide the Local Government with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with the Local Government's representative;
2. establish logging in and reporting procedures for the Local Government to follow; and
3. terminate the contract as outlined in the provisions of Article 6, Attachment C, General Terms and Conditions, if the Local Government fails to have an officer on duty during TxDOT scheduled work hours any three times during the 12 month term of service.

Right of Access - If any party is the owner of any part of the location site needed to perform requested services, then that party shall permit the other party or their authorized representative access to the site to perform any activities required to carry out the work.

ATTACHMENT B**Budget**

The Local Government will be reimbursed the actual rate paid to the officer based on the following table:

Local Government's Hourly Rates/Rank**Estimated Budget**

Position	Total Hours	Rate	Estimate Cost
Police Officer II	1440	\$56.63	\$81,547.20
Police Officer III	560	\$59.77	\$33,471.20
Police Officer IV	200	\$62.65	\$12,530.00
Police Officer V	350	\$65.88	\$23,058.00
Sr. Police Officer	1150	\$69.77	\$80,235.50
Sergeant	400	\$75.37	\$30,148.00
Total	4100		\$260,989.90

A vehicle utilization fee of \$1.28 per vehicle per hour is included in the above rate.

The Local Government will be responsible for issuing invoices as the work is completed and work reports must be submitted to TxDOT's Houston District Office. Invoice payments shall be made within 30 calendar days of receipt of a valid invoice. Such payments will be mailed to:

Texas Department of Transportation
Houston District Office
Attention: Accounts Payable
P. O. Box 1386
Houston, Texas 77251-1386

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for

any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this

contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

Article 17. License for TxDOT Logo Use

- A. Grant of License; Limitations: The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required: The Local Government's use of the Flying "T" under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying "T" is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense: The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License: The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

Article 18. Records and Ownership

- A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.

- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Article 19. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or 2 CFR 200. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

Article 20. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 21. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Article 22. Noncollusion

The Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Local Government, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Local Government breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 23. Lobbying Certification

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Article 24. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 26. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	City of Galveston Police Department P. O. Box 17251 Galveston, Texas 77552-7251
TxDOT:	Texas Department of Transportation Attn: Director of Contract Services 125 East 11 th Street Austin, Texas 78701-2483 Invoices should be submitted: Texas Department of Transportation Houston District Attention: Accounts Payable P. O. Box 1386 Houston, Texas 77251-1386

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Article 27. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

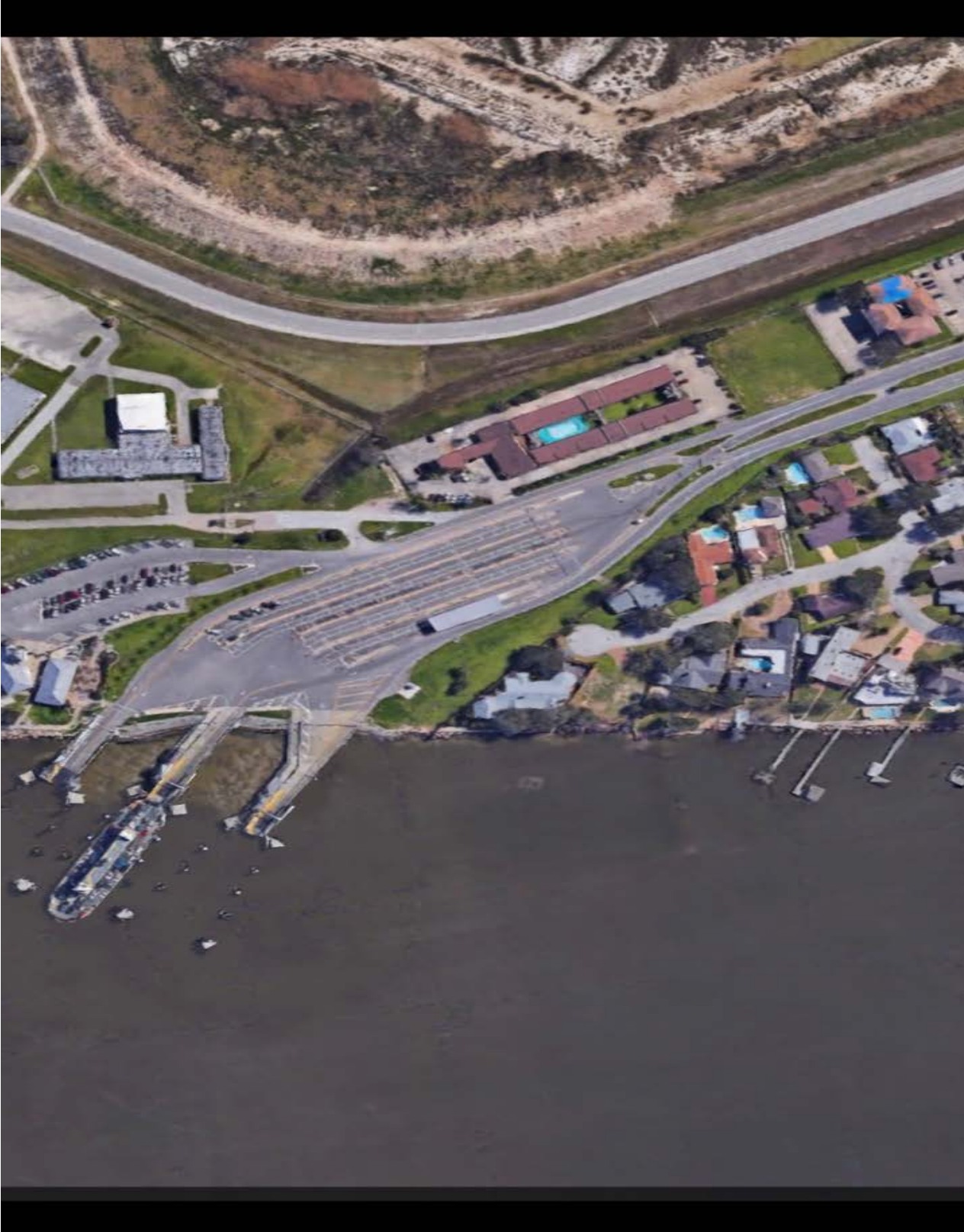
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

**Location Maps Showing Project
Galveston-Port Bolivar Ferry Operations**



RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE CITY OF GALVESTON TO PURCHASE PROPERTIES CONTAMINATED BY THE OLD MUNICIPAL INCINERATOR FOR THE PURPOSES OF REMEDIATION OR DEMOLITION; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to a vote of the City Council on March 12, 2015, the City Manager executed a contract with the Texas General Land Office (GLO) for purposes of cleaning up properties contaminated by the Old Municipal Incinerator; and

WHEREAS, the City has determined which properties need to be purchased to allow for the remediation and demolition of contaminated properties;

WHEREAS, the City has performed surveys and appraisals for the properties in question, and is in the process of communicating with the affected property owners;

WHEREAS, staff believes it necessary to obtain final approval from City Council to expend the necessary funds to close on the sales of the affected properties using CDBG funds from the GLO;

WHEREAS, such expenditures are necessary to close out this phase of the project to begin the remediation and demolition of the affected properties;

WHEREAS, it may be necessary in the near future for the City to acquire property through eminent domain, should the City be unable to come to agreements with any of the affected property owners;

WHEREAS, the City Council deems it necessary to grant staff the authority to expend funds to purchase affected properties consistent with the appraised values and state law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS;

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas hereby grants authority to City staff, specifically the City Attorney's Office, to continue in their efforts to purchase affected properties using CDBG funds as supplied by the GLO in their effort to remediate and demolish affected properties around the old Municipal Incinerator. These efforts may include eminent domain proceedings to acquire affected properties. The properties under consideration for purchase are:

1. West part of Lot One (1) of a SUBDIVISION OF LOT EIGHT (8) OF SECTION ONE (1) OF THE RIMBLE AND LINDSEY SURVEY OF GALVESTON ISLAND, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 163, page 566, of the Deed of Records in the Office of the County Clerk of Galveston, County, Texas.
2. 722 Lennox Avenue. Lot ONE (1) and TWO (2) of SEIBEL SUBDIVISION, tracts Two and Three, Division Eight (8), Section One (1), Trimble and Lindsey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 695, Page 557 of the map Records in the Office of the County Clerk of Galveston County, Texas.
3. Lot THREE (J) of SEIBEL SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 695, Page 557 of the map Records in the Office of the County Clerk of Galveston County, Texas.
4. 618 Lennox Avenue. Lots Four (4) and Five (5) of SEIBEL SUBDIVISION of Tracts Two (2) and Three (3), Division Eight (8), Section e (1), Trimble and Lindsey Survey, a subdivision in Galveston County, Texas, according to the map or plot thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.
5. Lot Six (6) and West 1/2 abandoned street of SEIBEL SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 695 Page 557 of the Map Records in the Office of the County Clerk of Galveston County, Texas.
6. 706 Lennox Avenue. A 0.228 acre parcel of land consisting of two tracts of land:
Tract One being out of Subdivision No.4 of the partition of Lots Seven (7) and Eight (8) of Section 1 of the Trimble and Lindsey Survey, being set out in Cause No. 14,962 in the District Court of Galveston County, Texas, being found in District Court Minute Book 24, Pages 582,et seq., and by certified copy recorded in Volume 163, Page 566, et seq., of the Deed Records in the Office of the County Clerk of Galveston County, Texas;
Tract Two being part of Leonard Avenue as shown on the map of Seibel Subdivision as recorded in Volume 695, Page 557 & 558, in the Deed Records of Galveston County, Texas, lying adjacent and abutting to Tract 11 above, as set out in Ordinance 79-6 as evidenced by certified copy recorded under Clerks File No. 2011049550, in the official Public Records of Real Property in the office of the County Clerk of Galveston County, Texas.
7. 614 Lennox Avenue. Lot Seven (7) of SEIBEL SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plot thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.

8. A 0.228 acre Parcel of land consisting of two tracts of land:
Tract One being out of Subdivision 0.4 of the partition of Lots Seven (7) and Eight (8) of Section 1 of the Trimble and Lindsey Survey, being set out in Cause No. 14,962 in the District Court of Galveston County, Texas, being found in District Court Minute Book 24, Pages 582, et seq., and by certified copy recorded in Volume 163, Page 566, et seq., of the Deed Records in the Office of the County Clerk of Galveston County, Texas;

Tract Two being a portion of Leonard Avenue as Shown on the map of Seibel Subdivision as recorded in Volume 695, Page 557 & 558, in the Deed Records of Galveston County, Texas, lying adjacent and abutting to Tract 11 above, as set out in Ordinance 79-6 as evidenced by certified copy recorded under Clerk's File No. 2011049550, in the official Public Records of Real Property in the office of the County Clerk of Galveston County, Texas.

9. 612 Lennox Avenue. A 0.1940 acre tract or parcel of land being a part of Subdivision 4 of the subdivision of lot EIGHT (8) in Section One (1) of the Trimble & Lindsey Survey on Galveston Island, Galveston County, Texas, said subdivision of Lot 8 being recorded in Volume 163, Page 566 in the Office of the County Clerk of Galveston County, Texas.
10. Lot Eight (8) of the SEIBEL SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 695, Page 557 of the Map Records in the Office of the County Clerk of Galveston County, Texas.
11. A 0.1940 acre tract or parcel of land being a part of Subdivision 4 of the subdivision of Lot EIGHT (8) in Section One (1) of the Trimble & Lindsey Survey on Galveston Island, Galveston County, Texas, said subdivision of Lot 8 being recorded in Volume 163, Page 566 in the Office of the County Clerk of Galveston County, Texas, and said 0.1940 acre tract being that same tract as conveyed to Wilber Williams, Jr. as recorded in Galveston County Clerk's File No. 2013075380 in the Official Public Records of Real Property of Galveston County, Texas.
12. Survey of Lot Nine (9) of SEIBEL SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.
13. 606 Lennox Avenue. Lot TEN (10) of SEIBEL SUBDIVISION a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.
14. 604 Lennox Avenue. Lots Eleven (11) and Twelve (12) of SEIBEL SUBDIVISION of Tracts Two (2) and Three (3), Division Eight (8), Section One (1), Trimble &

- Lindsey Survey, o subdivision in Galveston County, Texas, according1 to the map or plot thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.
15. 602 Lennox Avenue. Lots Thirteen (13) and Fourteen {14}, SEIBEL SUBDIVISION, a subdivision in Galveston County, Texas, according the map or plot thereof recorded in Volume 695, Page 557 of the map Records in the Office of the County Clerk of Galveston County, Texas.
 16. 590 Lennox Avenue. Lot Fifteen (15) and Lot Sixteen (16) and Adjoining West half Leonard Avenue of SEIBEL SUBDMSION of Tracts Two (2) and Three {3}, Division Eight (8), Section One (1), Trimble & Lindsey Survey, a subdivision in Galveston County, Texas, according to the map or plot thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.
 17. Lots SEVENTEEN (17) and EIGHTEEN {18} of SEIBEL SUBDMSION, o subdivision in Galveston County, Texas, according to the map or plot thereof recorded in Volume 595 Page 557 of the Map Records in the Office of the County Clerk of Galveston County, Texas.
 18. Lots Nineteen (19) and Twenty (20) of SEIBEL SUBDIVISION of Tracts Two (2) and Three (3), Division Eight (8), Section One (1). Trimble & Lindsey Survey, a subdivision in Galveston County, Texas, according to the map or plot thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.
 19. Lot Twenty-One (21) and West 1/2 abandoned street of SEIBEL SUBDNSION, a subdivision in Galveston County, Texas, according the map or plot thereof recorded in Volume 695, Page 557 of the map Records in the Office of the County Clerk of Galveston County, Texas.
 20. Lot Twenty-Two (22), of SEIBEL SUBDIVISION of Tracts Two (2) and Three (3), Division Eight (8) , Section One (1), Trimble and Lindsey Survey, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 695, Page 557, of the Map Records in the Office of the County Clerk of Galveston County, Texas.
 21. 504 Lennox Avenue. Lots Twenty-Three (23) and Twenty-Four (24) of SEIBEL SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 595 Page 557 of the Map Regards in the Office of the County Clerk of Galveston County, Texas.

All of the above mentioned properties are in the City and County of Galveston, Texas.

SECTION 3. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to send a certified copy of this Resolution to the Texas Department of Transportation.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 15th day of May, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

MEMORANDUM

To: Mayor and Members of Council

From: Mehran Jadidi, Assistant City Attorney

Date: May 15, 2019

RE: Workshop Item Related to Amending Term Length and Appointment Dates for Boards, Commissions, and Committees serving the City of Galveston

You have asked that the term length and appointment dates for the various boards, commissions, and committees serving the City of Galveston be standardized, with a goal of setting the term length to three (3) years, and moving the appointment date to October so as to align with the City's fiscal year. In your discussion, please also consider whether these boards should continue to have staggered terms. Below are the proposed term lengths and appointment dates for boards, commissions, and committees under consideration for this action.

Committees considered for Appointment dates moved to October and Term Length Extended to Three Years

- **Animal Services Advisory Board**
- **Civilian Review Board**
- **Commission for the Arts**
- **Families, Children, & Youth Board**
- **Galveston County Community Action Council**
- **Galveston County Transit District**
- **Parks & Recreation Advisory Board**
- **Tree Committee**

Committees considered solely for moving appointment dates to October

- **Airport Advisory Committee**
- **Arts and Historic Preservation Advisory Board**
- **Civil Service Commission**
- **Ethics Commission**
- **Finance and Fiscal Affairs Committee**
- **Pension Boards (Civilian, Firefighters, Police)**
- **Planning Commission**

In addition to the above consideration, it has been determined that the Building Board of Adjustments, Landmark Commission and the Zoning Board of Adjustment should have a term length of two (2) years per appointment, and are currently operating with three (3) year terms. Term length for these boards should be amended so that appointees are serving two (2) year terms.