

RESOLUTION NO. 24- 054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY FOR REPAIRS TO GALVESTON COUNTY BEACH POCKET PARKS NUMBERS 1, AND 2, WITHIN THE CITY OF GALVESTON, UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called “the City”) may jointly exercise with other local governments the power to provide governmental services for the public health and welfare; and,

WHEREAS, Galveston County owns and maintains several parks within the city limits of the City of Galveston. Galveston County Beach Pocket Parks Nos. 1 and 2, were damaged by high winds and coastal surge during the landfall and devastating weather events of Hurricane Beryl; and,

WHEREAS, the City of Galveston has the staff, equipment and the expertise to support the repair to the subject Galveston County Beach Pocket Parks Nos. 1 and 2, were damaged during Hurricane Beryl; and,

WHEREAS, both the City and the County recognize that it is in the best interest of the public health and welfare of the people to repair those parks that suffered damage during Hurricane Beryl. The County and the City are desirous of entering into an Interlocal Agreement under which the City will conduct certain activities associated with repair to the parks and as substantially presented in the accompanying Interlocal Agreement to this Resolution, **Exhibit 1**, and any other documents or Exhibits required as necessary; and,

WHEREAS, the County agrees to reimburse the City for costs associated with the repairs of the parks with FEMA fund reimbursements they receive associated with such repairs/activities of the parks; and,

WHEREAS, the City Council finds it in the public interest to enter into an Interlocal Agreement with Galveston county for repairs to Galveston County Beach Pocket Parks Nos. 1 and 2, and to authorize the City Manager upon final approval of the City Attorney to execute those documents necessary.

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 Interlocal Agreement between the City of Galveston and Galveston County for repairs to Galveston County Beach Pocket Parks Nos. 1 and 2, attached hereto as **Exhibit 1**, is hereby approved and adopted.

SECTION 3. The City Manager is hereby authorized to execute the Interlocal Agreement in substantially the same form as attached hereto, and those documents necessary, upon final approval by the City Attorney.

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

APPROVED AS TO FORM

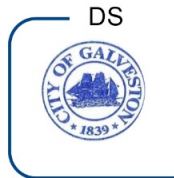
Signed by:

Xochitl Vandiver-Gaskin for

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DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of 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 December 12, 2024, 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 13th day of December, 2024.



DocuSigned by:

Janelle Williams

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Secretary for the City Council
of the City of Galveston

INTERLOCAL AGREEMENT

**GALVESTON COUNTY AND THE CITY OF GALVESTON FOR
REPAIRS TO GALVESTON COUNTY BEACH POCKET PARKS
NUMBERS 1 AND 2, WITHIN THE CITY OF GALVESTON**

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of Galveston**, a municipal corporation situated in County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called “the City”) may jointly exercise with other local governments the power to provide governmental services for the public health and welfare; and,

WHEREAS, Galveston County owns and maintains several parks within the city limits of the City of Galveston. Galveston County Beach Pocket Parks Nos. 1 and 2, were damaged by high winds and coastal surge during the landfall and devastating weather events of Hurricane Beryl; and,

WHEREAS, the City of Galveston has the staff, equipment and the expertise to support the repair to the subject Galveston County Beach Pocket Parks Nos. 1 and 2, which were damaged during Hurricane Beryl; and,

WHEREAS, both the City and the County recognize that it is in the best interest of the public health and welfare of the people to repair those parks that suffered damage during Hurricane Beryl. The County and the City are desirous of entering into an Interlocal Agreement under which the City will conduct certain activities associated with repair to the parks as presented herein, and titled as, **Exhibit 1**, and any other documents or Exhibits required as necessary, which are all fully incorporated for all intents and purposes herein; and,

WHEREAS, the County agrees to reimburse the City for documented costs associated with the repairs of the parks in the event disaster funds are received associated with such repairs/activities of the parks.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- I. **Project:** City of Galveston to repair identified Galveston County Parks.
 1. The County of Galveston (“County”) and the City of Galveston (“the city”) desire to repair Hurricane Beryl damages at the locations commonly referred to as Galveston County Beach Pocket Park No. 1 and Beach Pocket Park No. 2 (“Pocket Parks or “facilities” herein).

2. The County as the entity legally responsible for the repair and maintenance of these facilities, will, in good faith, submit as part of the County's Public Assistance claim the damage inventory items for these facilities and work with the Federal Emergency Management Agency (FEMA) in the development of project worksheets to repair and mitigate these facilities from damages.
 3. The City, as part of this agreement, will assist the County in the documentation of damages, development of the scope of work for repairs and perform the work to repair these damaged facilities.
 4. Upon completion of the works, the County will provide the federal share of any project worksheets developed and funded for the repairs to these facilities, to the City.
 5. The City will provide all documentation on costs and proof of payment for all work performed. The City will provide technical assistance in the development of project worksheets, or requests for reimbursement from the Texas Division of Emergency Management (TDEM) and FEMA. As part of this agreement, the local share for each project worksheet will be the responsibility of the City.
- II. Term. The County, acting by and through its Commissioners' Court, and the City of Galveston agree to develop the scope of work for performance of repairs at the facilities. The term of this agreement is until the repairs to the damaged facilities are completed and associated reimbursements from FEMA have been completed/received by the City.
- III. Associated and/or applicable rules, laws or regulations. The City shall comply with all applicable laws, ordinances, restrictions, and regulations as may be required.
- a. The City shall comply with all General Land Office beach user requirements;
 - b. The use and occupation of premises and the procurement of goods and services shall be subject to any and all rules and regulations as may be described by the City;
 - c. The City of Galveston's procurement policy, a copy of which rules will be provided to the County.
- IV. Insurance. City shall maintain its insurance policies as required and shall provide upon request of the County, certificates of such insurance policies.
- V. Bookkeeping/Inspection of Records. The City will keep full, complete and proper books, records and accounts of all gross receipts and expenditures on each facility. These books, records and accounts shall be open to inspection by the County or its authorized representative or agent during normal business hours.
- VI. Independent Contractor. This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and the City. The City shall at all times be deemed to be an independent contractor. The County shall not be liable for any acts or omissions of the City, its employees, or its agents in performing the duties prescribed herein. The parties agree that the operation of the facilities covered by

this agreement is a governmental function of the County of Galveston, and that any task undertaken by the City under this agreement is undertaken in its governmental capacity.

- VII. Force Majeure. The County and the City shall be excused from performing any of their respective duties, obligations, or undertakings provided for in this Agreement in the event and so long as performance of such duty, obligation, or undertaking is prevented, delayed, or hindered by an Act of God, epidemic, fire, earthquake, flood, explosion, action of civil commotion, sabotage, malicious mischief, strike, lockout, action of labor unions, condemnation, governmental restriction, order of civil or military or naval authorities, embargo, impossibility of obtaining materials, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party in question. Either party entitled to such extension hereunder shall give prompt written notice to the party as soon as possible after the occurrence causing such delay, asserting its claim of right to such extension and the reasons, therefore.
- VIII. Mediation. Any disputes between the parties relating to this portion of the Agreement may be submitted to mediation in Galveston, Texas. The cost of the mediation proceedings and the cost of the mediator will be split between the parties.
- IX. Mutual Termination. This Agreement may be terminated by either party, upon three (3) months' prior written notice given to the other. Termination, by either party shall not affect continuing performance by the parties of their respective obligations pursuant to reimbursement of FEMA funding, unless otherwise agreed upon by the parties in writing.
- X. Notice. All notices shall be in writing. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following:

Galveston County:

Office of the County Judge
722 Moody Ave. 2nd Floor
Galveston, Texas 77550
Phone: (409) 766-2244
Email: mark.henry@co.galveston.tx.us

with a copy to:

Director
Galveston County Parks & Cultural Services Department
4102 Main (FM 519)
La Marque, Texas 77568
(409) 934-8114
Email: julie.walker@galvestoncountytexas.gov

City of Galveston:

Office of the City Manager
823 Rosenberg
Galveston, Texas 77550
Phone: (409) 797-3520
Email: Citymanager@galvestontx.gov

with copy to:

City Legal Dept.
823 Rosenberg
Galveston, Texas 77550
Phone: (409) 797-3530
Email: Citylegal@galvestontx.gov

- XI. If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled and terminated.
- XII. This Agreement shall be subject to and governed by the laws of the State of Texas. Venue of any dispute arising out of this Agreement shall be in Galveston County, Texas.
- XIII. Non-Liability. The parties hereto agree that in no event shall any members of the Commissioners' Court of the County or the City or their officers, agents, and employees ever be held individually liable for this agreement, any activities associated herewith, or any breach hereof. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
- XIV. No amendment, modification, or alteration of these terms shall be binding unless it is in writing, and attached to this Agreement as an addendum.

This Agreement is being executed by both parties. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates below.

THIS DOCUMENT MAY BE EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL

SIGNATURES FOLLOW ON NEXT PAGE

COUNTY OF GALVESTON BY:

Mark Henry,
County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

CITY OF GALVESTON BY:

Signed by:
Daniel J. Buckley, For

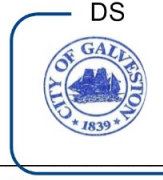
88F9068399D042A...
Brian Maxwell,
City Manager

December 13, 2024
Date Signed

ATTEST:

DocuSigned by:
Janelle Williams

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Janelle Williams, City Secretary



APPROVED AS TO FORM:

Signed by:
Xochitl Vandiver-Gaskin for

City Attorney's Office

Certificate Of Completion

Envelope Id: 889EB428-C6C1-46FD-8C50-B2AA720F774A

Status: Completed

Subject: COG-RES-54

Source Envelope:

Document Pages: 7

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Janelle Williams

AutoNav: Enabled

Stamps: 2

823 Rosenberg

Envelopeld Stamping: Enabled

Galveston, TX 77550

Time Zone: (UTC-06:00) Central Time (US &

CitySec@galvestontx.gov

Canada)

IP Address: 50.205.209.26

Record Tracking

Status: Original

Holder: Janelle Williams

Location: DocuSign

12-13-2024 | 12:04

CitySec@galvestontx.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Galveston

Location: DocuSign

Signer Events

Xochitl Vandiver-Gaskin for

Legal@galvestontx.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signature

Signed by:

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Timestamp

Sent: 12-13-2024 | 12:04
 Viewed: 12-13-2024 | 14:21
 Signed: 12-13-2024 | 14:21
 Freeform Signing

Signature Adoption: Pre-selected Style
 Using IP Address: 50.205.209.26

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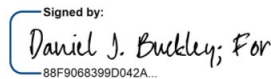
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Daniel J. Buckley; For

CityManager@galvestontx.gov

Deputy City Manager

Security Level: Email, Account Authentication (None)

Signed by:

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 Signed: 12-13-2024 | 14:23
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 Using IP Address: 50.205.209.26

Electronic Record and Signature Disclosure:

Accepted: 12-13-2024 | 14:23

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Janelle Williams

jwilliams@galvestontx.gov

City Secretary

City of Galveston

Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signed: 12-13-2024 | 15:20
 Freeform Signing



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 Using IP Address: 50.205.209.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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City Secretary CitySec@galvestontx.gov City Secretary City of Galveston Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 12-13-2024 15:17 Resent: 12-13-2024 15:20 Viewed: 12-13-2024 15:18
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12-13-2024 15:19
Signing Complete	Security Checked	12-13-2024 15:20
Completed	Security Checked	12-13-2024 15:20

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Galveston - City Secretary Office (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Galveston - City Secretary Office:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CitySec@galvestontx.gov

To advise City of Galveston - City Secretary Office of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at citysec@galvestontx.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Galveston - City Secretary Office

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwilliams@galvestontx.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Galveston - City Secretary Office

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CitySec@galvestontx.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Galveston - City Secretary Office as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Galveston - City Secretary Office during the course of your relationship with City of Galveston - City Secretary Office.