

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - SEPTEMBER 17, 2020 - 1:15 P.M.
VIRTUAL ZOOM MEETING**

Notice is hereby given in accordance with Order of the Governor issued March 16, 2020, the City Council of the City of Galveston will conduct its Special Meeting by telephone/video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Corona Virus/COVID-19. There will be no public access to the location described above.

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. CONFLICTS OF INTEREST
4. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 4.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 - a. Erin Toberman Proclamation
 - b. United Way Day Proclamation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
5. PUBLIC COMMENT

Members of the public may submit a public comment using the web link below. All comments submitted prior to the meeting will be provided to the City Council.

<https://forms.galvestontx.gov/Forms/PublicComment>

 - A. Agenda Items
 - B. Non-Agenda Items
6. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)
 - 6.A. Ordinance Extending State Of Emergency

Consider For Approval An Ordinance Of The City Of Galveston, Texas; Extending The State Of Emergency And Disaster Related To The COVID-19 Virus Until January 31, 2021, Extending Certain Emergency Orders Ratified By City Council Relating To The Operation Of Electronic Amusement Machines, The Suspension Of Building Code And Flood Plain Regulations For Placement Of A COVID-19 Temporary Screening Facility At Scholes Airport; Requiring Commercial Entities Providing Goods Or Services Directly To The Public To Develop A Health And Safety Policy Mandating The Wearing Of Masks In Their Facility, Requiring The Wearing Of Face Masks In

Public And Restricting Mass Gatherings; Discontinuing The Emergency Order Restricting Indoor Gatherings Of Five Hundred People Or More; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date. (Legal)

Documents:

[COVID-19 - ORDINANCE FOR SEPTEMBER 17 EXTENDING UNTIL JANUARY 2021.DOCX](#)

- 6.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas Levying Ad Valorem Taxes For Tax Year 2020 In The Amount Of 56 Cents And No Mills (\$0.560000) Upon Each One Hundred Dollars (\$100.00) Of Property Valuation For The Tax Year 2020; Making Various Findings And Provisions Related To The Subject. (M. Loftin)

Documents:

[TAX RATE ADOPTION STAFF REPORT FY 2021.DOCX](#)
[20-XXX 56100 PROPERTY TAX RATE ORDINANCE TAX YEAR 2020.DOCX](#)

- 6.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Procedures For Allocating Net Disbursable Funds To Eligible Groups For The Two Year Award Period Of 2019 To 2021; Allowing Unused Funds From The First Year Of The Award To The Second Year Of Award; Providing This Is Limited Policy Change Will Be Made Only For The 2019-2021 Awards; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Collins/Brown)

Documents:

[ARTS AND HISTORIC COVID 2 YEAR AWARD.DOCX](#)

7. CONSENT ITEMS

The following items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

- 7.A. Rollover Beach User Fees And Use Of Park Board Vehicles Audit Reports

Consider for approval rolling over the following reports to CMS and F&CPG:

1. Beach User Fees to CMS and F&CPG for "Cash Controls".
2. Personal Use of Park Board Vehicles to CMS and F&CPG for "Payroll Controls". (GBulgherini).

- 7.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting An Impaired Driving Mobilization And Speed Enforcement Grant For Fiscal Year 2021 From The Texas Department Of Transportation In The Amount Of \$56,916.52, With A Local Match Of \$13,928.21. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (V. Hale)

Documents:

[GRANT-ACCEPT STEP IMPAIRED DRIVING-SPEEDING GRANT FOR FY 2021.DOCX](#)
[STAFF REPORT - SPEED GRANT 2021.DOCX](#)
[2021-GALVESTON-S-1YG-00098.PDF](#)

- 7.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving And Authorizing The City Manager To Execute An Interlocal Cooperation Agreement With Galveston County For Continued Participation In The Galveston County Auto Crimes Task Force; Approving And Authorizing The City Manager To Execute The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (V. Hale)

Documents:

[GCACTF 2020.PDF](#)
[RESOLUTION - 2020 AUTO CRIMES TASK FORCE - RENEWAL.DOC](#)
[FY 2021 GCACTF INTERLOCAL AGRMT.PDF](#)

- 7.D. Consider Approval Of A Contract With Metro City, LLC For A Project To Construct A Plaza West Of City Hall (RFP#20-21) In The Amount Of \$500,000.00 And Approval Of A Total Project Cost Of \$500,000.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[STAFFREPORTMETROCITYLLC.PDF](#)

- 7.E. Consider Approval Of A Contract With RAC Industries, LLC For A Project To Rebuild And Improve 35th Street From Post Office To Broadway (RFP#20-14) In The Amount Of \$3,039,528.80 And Approval Of A Total Project Cost Of \$3,117,457.80. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[35TH STREET RAC INDUSTRIES.PDF](#)

- 7.F. Consider Approval Of A Contract With RAC Industries, LLC For The Church Street Drainage Improvements (RFP#20-17) In The Amount Of \$1,650,997.04 And Approval Of A Total Project Cost Of \$1,690,964.04. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[CHURCH STREET DRAINAGE RAC INDUSTRIES.PDF](#)

- 7.G. Consider For Approval Awarding The Contract On The Mill And Overlay Annual Service Agreement (RFP 20-13) To Angel Brothers Enterprises, LTD For An Amount Not To Exceed The Council Approved Capital Improvement Plan Budget. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Winiecke)

Documents:

[ANGEL BROTHERS - MILL AND OVERLAY ANNUAL CONTRACT FOR RFP 20-13.PDF](#)

- 7.H. Consider For Approval The Purchase Of A Replacement Pump At Lift Station 51 From Pumps Solution Inc. In An Amount Not To Exceed \$18,379.00. (T. Pedraza)

Documents:

[LIFT STATION NO. 51 - STAFF REPORT.PDF](#)

- 7.I. Consider For Approval The Purchase Of A Replacement Pump At Lift Station 30 From Pumps Of Houston Inc. In An Amount Not To Exceed \$18,885.00. (T. Pedraza)

Documents:

[LIFT STATION NO. 30 - STAFF REPORT.PDF](#)

8. ACTION ITEMS

- 8.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Amending The Policy For Interviewing Candidates For Positions On The Wharves Board, Park Board And Planning Commission To Provide That Council May Conduct Interviews Of Candidates Solely By Written Questions If Deemed Appropriate By Council, Making Various Findings And Provisions Related To The Subject. (Brown)

Documents:

[POLICY--CONDUCT INTERVIEW BY WRITTEN QUESTIONS V2.DOC](#)

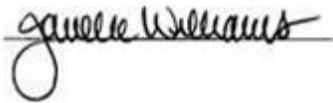
- 8.B. Consideration Of Amendment To Agreement Retaining The Firm Of Marc Hill To Represent The City In The Condemnation Action Being Pursued By Texas Terminals. (Legal)

Documents:

[MEMO RELATED TO AMENDMENT OF MARC HILL REPRESENTATION AGREEMENT.PDF](#)
[AMENDMENT TO EMPLOYMENT AGREEMENT.DOCX](#)

9. 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 September 11, 2020 at 12:15 P.M.



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. 20- ____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS; EXTENDING THE STATE OF EMERGENCY AND DISASTER RELATED TO THE COVID-19 VIRUS UNTIL JANUARY 31, 2021, EXTENDING CERTAIN EMERGENCY ORDERS RATIFIED BY CITY COUNCIL RELATING TO THE OPERATION OF ELECTRONIC AMUSEMENT MACHINES, THE SUSPENSION OF BUILDING CODE AND FLOOD PLAIN REGULATIONS FOR PLACEMENT OF A COVID 19 TEMPORARY SCREENING FACILITY AT SCHOLES AIRPORT; REQUIRING COMMERCIAL ENTITIES PROVIDING GOODS OR SERVICES DIRECTLY TO THE PUBLIC TO DEVELOP A HEALTH AND SAFETY POLICY MANDATING THE WEARING OF MASKS IN THEIR FACILITY, REQUIRING THE WEARING OF FACE MASKS IN PUBLIC AND RESTRICTING MASS GATHERINGS; DISCONTINUING THE EMERGENCY ORDER RESTRICTING INDOOR GATHERINGS OF FIVE HUNDRED PEOPLE OR MORE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council finds that the emergence of the Coronavirus/Covid 19 has been confirmed in Galveston County by the Galveston County Health District which has announced the presence of the disease caused by community spread; and

WHEREAS, City Council finds the confirmed presence of the disease in this area requires extraordinary measures to preserve the public health, control the spread of the disease, and protect the welfare of the citizenry people and preserve the delivery of services; and

WHEREAS, the City of Galveston’s Emergency Management Plan has previously been activated by Declaration of Local Disaster By Proclamation of the Mayor of the City of Galveston, dated March 16, 2020; and

WHEREAS, Tex. Health & Safety Code §122.006 allows a home rule municipality to adopt rules to protect the health of persons in the municipality against communicable disease and the Mayor has issued the Emergency Orders set forth herein and the Council has ratified those Orders in furtherance and in accord with that statutory authority; and

WHEREAS, the City Council has previously passed City Ordinance 20-045 ratifying the Mayor’s Declaration of Local Disaster and extending it to September 30, 2020 as well as the Emergency Orders detailed in that Ordinance, and

WHEREAS, the City Council finds the COVID-19 pandemic poses an ongoing risk to the public health and requires action by this Council.

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. As set forth in City Ordinances 20-23 and 20-45 and in accordance with Tex. Health & Safety Code §122.006 as well as Tex. Gov't Code § 418.108, commonly referred to as the Texas Disaster Act of 1975, and Article II, Section 15 of The City Charter of Ordinances, the City Council finds and declares a state of disaster and emergency in the City of Galveston as a result of the impact of the emergence of the Coronavirus/Covid 19 in Galveston County continues to exist in the City of Galveston and should be extended to the date set forth herein.

SECTION 3. The following Emergency Orders previously ratified by City Council in Ordinance 20-45, which are incorporated herein by reference as if fully set forth, continue to be in force and effect:

Order prohibiting the operation of electronic amusement machines in businesses in the City of Galveston;

Order granting City Staff Authority to Suspend the Application of Building Code and Flood Plan regulations to allow Construction and Placement of a Temporary Screening Facility by PHI Aviation LLC;

Order requiring commercial entities providing goods or services directly to the public to develop a health and safety policy mandating the wearing of face masks in their facility, requiring the public to wear face masks, prohibiting mass gatherings in the city and limiting access to city buildings.

SECTION 4. Relating to the Emergency Order of July 10, 2020 issued by the Mayor restricting indoor gatherings of 500 persons or more, which is incorporated herein by reference, the City Council determines the Order is no longer necessary and is vacated effective September 30, 2020.

SECTION 5. A violation of an order set forth above shall be a Class C misdemeanor punishable by fine as allowed by law and as set forth in the specific Order.

SECTION 6. The Mayor Pro Tem, as Director of Emergency Management, is further authorized issue any further Order to provide, or cause to be provided, all arrangements, provisions, and means necessary and proper to affect the coordination of relief and aid programs,

and property restoration and rehabilitation programs, for the protection, preservation, and improvement of life and property within the City during the State of Disaster and Emergency.

SECTION 7. These terms of this Ordinance shall remain in effect until 5:00 p.m. on January 31, 2021, or further action of City Council, or upon the cessation of the State of Disaster and Emergency in the City of Galveston by Order of the Governor, whichever may occur first.

SECTION 8. 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 phase, 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.

SECTION 9. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 10. 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 11 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.

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 an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 17th day of September, 2020 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 September, 2020.

JANELLE WILLIAMS
Secretary for the City Council
of the City of Galveston



City of Galveston

FINANCE

Michael Loftin, Assistant City Manager Finance
MLoftin@GalvestonTx.Gov | 409-797-3562 | www.galvestontx.gov

September 10, 2020

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

From: Michael W. Loftin, Assistant City Manager Finance

RE: Consider for approval an ordinance of the City of Galveston, Texas levying ad valorem taxes for tax year 2020 in the amount of 56 cents and no mills (\$0.560000) upon each one hundred dollars (\$100.00) of property valuation for the tax year 2020; Making various findings and provisions related to the subject.

I. **Background**

- A. If approved, this item will set a property tax rate for tax year 2020 of \$0.56 per \$100 of taxable property value, which is 4.55 percent higher than the No New Revenue rate of \$0.535631 and 0.56 percent less than the rollback rate of \$0.563158.
- B. Council approval also will adopt a rate of \$0.0525 for debt service and \$0.507500 for maintenance and operations. Included in the maintenance and operations rate is \$0.05 per \$100 of taxable property value for the Rosenberg Library.
- C. Section 102.009(a) of the Local Government Codes states “The governing body of the municipality may levy taxes only in accordance with the budget.” At the September 10, 2020 meeting, the City Council adopted the FY 2021 Budget based on a property tax rate of \$0.56 per \$100 of valuation prior to the consideration of this action adopting the same rate.
- D. This is approximately 0.019885 cents lower than last year’s tax rate of \$0.579885 per \$100 of taxable property value.

II. **Current Situation**

- A. The State Tax Code in Section 26.05(b) provides for specific language to be used in the motion to adopt the tax rate ordinance as proposed:

“I move that the property tax rate be increased by the adoption of a tax rate of \$0.56 which is effectively a 4.55 percent increase in the tax rate.”

- B. Section 26.05(b) of the State Tax Code also provides that such a motion to adopt a tax rate that exceeds the effective rate be adopted by 60 percent of the members of the City Council. **This means that five of the seven members of City Council must vote for passage of the tax rate in order for it to pass.**





City of Galveston

FINANCE

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- C. Specific language is included in the tax rate ordinance itself as required by State law (see sections 6 and 7):

SECTION 6. “THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE.”

SECTION 7. “THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.55 PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.”

- D. Specific language should be included in the tax rate ordinance requiring the City Manager to post the language shown in Section 6 and 7 of the ordinance on the City’s webpage.

THE CITY OF GALVESTON, TEXAS, ADOPTED A TAX RATE THAT WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS FOR TAX YEAR 2020. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.55 PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 BY APPROXIMATELY \$20.

- E. Homeowners who are over 65 or disabled and occupy their own home qualify for the twenty percent homestead exemption and additional exemptions of value from taxation. In addition, such homeowners’ property taxes are frozen when they first attain these exemptions and they pay no more taxes as the result of an increase in taxable value or a higher property tax rate. Therefore, the aforementioned tax rate increase does not affect them in any way.
- F. This year’s tax roll reflects a slight increase in the number of taxpayers whose taxes are frozen because they are over 65 or disabled and a corresponding increase in the taxes reduced by the City’s action in adopting the freeze. The City estimates that the amount of taxes lost through the freeze is slightly less than last year, \$1,415,200 compared with \$1,447,600.
- G. As of the timing of this vote on September 17, the Property Tax Code’s requirements for public notices, public hearings, and certification of the tax roll and calculation of the No New Revenue and Voter Approval rates by the Galveston County Tax Assessor Collector have been met.

III. Issues





City of Galveston

FINANCE

Michael Loftin, Assistant City Manager Finance
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- A. State law calls for the final tax rate for 2020 to be adopted by City Council prior to September 30. If it is not adopted, State law calls for the council to ratify the No New Revenue tax rate (\$0.535631) or last year's rate (\$0.579885), whichever is less. In this case, that would be the No New Revenue tax rate.
- B. The City affirmed its existing property tax exemptions in May, 2020, which when combined with the previously adopted tax freeze and state required exemptions for veterans, abate a total of \$4.3 million in property taxes this tax year. See below.
- C. No homesteading owner occupant over 65 of a single-family home will see an increase in the taxes they pay if the proposed rate is adopted. The average over 65 home owner will pay \$662 in property taxes this year. (Per GCAD, 4,766 over 65 home owner occupants will pay a total of \$3,154,321 in city taxes this year.)
- D. The Galveston County Appraisal District places the market value of an average home in 2020 at \$249,767 as compared with last year's \$234,599. At last year's tax rate (\$0.579885), city taxes on the average home totaled \$1,360. At this year's proposed tax rate (\$0.56), city taxes would be \$1,399, a 2.8 percent increase.
- E. The proposed property tax rate is expected to generate revenue as shown in the table below:

**PROPERTY TAX REVENUE GROWTH
FY 2021 BUDGET ESTIMATE**

By Fund	FY 2020	FY 2021	Change
General Fund Operations	\$29,031,300	\$31,381,600	\$2,350,300
General Fund TIRZ and MUD 30	\$2,045,300	\$1,019,400	(\$1,025,900)
General Fund Subtotal	\$31,076,600	\$32,401,000	\$1,324,400
Rosenberg Library	\$3,045,900	\$3,438,900	\$393,000
Debt Service Fund	\$3,196,200	\$3,608,900	\$412,700
Total	\$37,318,700	\$39,448,800	\$2,130,100
Total with TIRZ and MUDs Adjusted Out	\$35,273,400	\$38,429,400	\$3,156,000

IV. Recommendation

Approve the ordinance and adopt the FY 2020 proposed property tax rate of \$0.56 using the following language as required by Section 26.05 of the State Tax Code:





City of Galveston

FINANCE

Michael Loftin, Assistant City Manager Finance
MLoftin@GalvestonTx.Gov | 409-797-3562 | www.galvestontx.gov

REQUIRED MOTION LANGUAGE

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.56 which is effectively a 4.55 percent increase in the tax rate."

Five votes of City Council (sixty percent of the members) are required for passage according to Section 26.05 of the State Tax Code.



ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, LEVYING AD VALOREM TAXES IN THE AMOUNT OF 56 CENTS AND NO MILLS (\$0.560000) UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF PROPERTY VALUATION FOR THE TAX YEAR 2020; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, The City Charter, Article VIII, section 2, authorizes the City Council of the City of Galveston, Texas, to levy taxes upon taxable property situated within its corporate limits; and

WHEREAS, the Council deems it in the City's interest to levy a tax rate of 56 Cents and no Mills (\$0.560000) upon each One Hundred Dollars (\$100.00) of property valuation for the tax year 2020;

WHEREAS, the Galveston County Tax Assessor Collector in her capacity as the Galveston City Tax Assessor Collector published a notice in the newspaper on September 5, 2020 of the City's No New Revenue and Voter Approval tax rate calculation for tax year 2020 and announcing the date and time for a public hearing on September 10 on the proposed property tax rate;

WHEREAS, the City Council held a public hearing on the proposed tax rate on September 10, 2020;

WHEREAS, the Council at its meeting on September 10, 2020 adopted the FY 2020 Budget including revenue to be collected from a property tax rate of 56 Cents and No Mills (\$0.560000) upon each One Hundred Dollars (\$100.00) of property valuation for the tax year 2020;

WHEREAS, Section 26.05(b)(1) of the State Tax Code requires that certain specific language be included in the ordinance adopting the tax rate;

WHEREAS, Section 26.05(b) of the State Tax Code requires that certain specific language be included in the motion to approve the ordinance adopting the tax rate; and

WHEREAS Section 26.05(b)(2) of the State Tax Code requires that certain specific language be included on the home page of the City's website after the ordinance is approved by a record vote of City Council.

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

SECTION 1. That 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. That the City Council of the City of Galveston, Texas, hereby levies a tax rate of 56 Cents and No Mills (\$0.560000) upon each One Hundred Dollars (\$100.00) of property valuation for the tax year 2020.

SECTION 3. That the tax rate specified in the above Section 2 shall be levied upon all property, real, personal, or mixed that is not otherwise exempt from taxation pursuant to the Constitution or laws of the State of Texas, which is situated within the corporate limits of the City of Galveston, Texas, on January 1, 2019, as ad valorem taxes upon each One Hundred Dollars (\$100.00) valuation of such property.

SECTION 4. That the tax rate of (\$0.560000) as specified in the above Section 2 shall be applied at the following rates for the specified municipal purposes:

- (1) General Purposes – 45 Cents and 75 Mills (\$0.457500).
- (2) Rosenberg Library Fund – 5 Cents (\$0.05); and
- (3) Debt Service Fund – 5 Cents and 25 Mills (\$0.0525).

SECTION 5. That the Certificate for Ordinance, attached hereto as **Exhibit A** after adoption of the ordinance and incorporated herein for all intents and purposes, satisfies the Record Vote provision required by the Texas Tax Code § 26.05 (b), as amended by Senate Bill 2 adopted during the Regular Session of the 86th Legislature of the State of Texas.

SECTION 6. That “THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE.”

SECTION 7. That “THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.55 PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.”

SECTION 8. That the City Manager is hereby directed to post the following notices on the homepage of the City of Galveston’s Internet Website: “THE CITY OF GALVESTON, TEXAS, ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.55 PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.”

SECTION 9. The City Council officially finds, determines, and declares that sufficient notice of the date, hour, place, and subject of each meeting at which this Ordinance was discussed, considered, or acted upon was given in the manner required by Chapter 551 of the Texas Government Code and Chapter 26 of the Texas Tax Code, and that each such meeting has been open to the public, as required by law, at all times during such discussion, consideration, and action. The City Council ratifies, approves, and confirms such notices in the contents and posting thereof.

SECTION 10. 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.

SECTION 11. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 12. 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 13. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of The City Charter of the City of Galveston.

APPROVED AS TO FORM:

DONALD 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 an Ordinance adopted by the City Council of the City of Galveston at a regular meeting held on the 17th day of September, 2018, 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 _____, 2020.

Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 20-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE PROCEDURES FOR ALLOCATING NET DISBURSIBLE FUNDS TO ELIGIBLE GROUPS FOR THE TWO YEAR AWARD PERIOD OF 2019 TO 2021; ALLOWING UNUSED FUNDS FROM THE FIRST YEAR OF THE AWARD TO THE SECOND YEAR OF AWARD; PROVIDING THIS IS LIMITED POLICY CHANGE WILL BE MADE ONLY FOR THE 2019-2021 AWARDS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 33-95 of the Galveston City Code created the Arts and Historical Preservation Advisory Board which oversees and manages the Arts and Historic Distribution of HOT funds to applicant organizations; and,

WHEREAS, Section 33-92 of the Code contains the distribution and procedures for the Arts and Historic HOT funds; and,

WHEREAS, Hotel Occupancy Tax is being reduced significantly due to the COVID 19 pandemic related closures in the hotel industry; and,

WHEREAS, the City Council has made two year awards for the years 2019 to 2021 to various organizations based on the recommendations of the Arts and Historic Preservation Advisory Board; and

WHEREAS, due to the impact of the COVID-19 pandemic, organizations have curtailed their activities and greatly reduced their planned expenditures during this the first year of the two year award period; and

WHEREAS, the Arts and Historic Preservation Board has recommended that unused funds from the first year of award continued to be available to the recipients in the second year of their award period.

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. For those awards made by City Council to recipients of Arts and Historic funds for the two year period of 2019 -2021, organizations with unused funds from the first year of award will be permitted to use those funds in the second year of award. To effect this change, the Arts & Historic Criteria is amended as follows:

4. Evaluation and Award of Funds

E. It is the sole responsibility of the recipient to comply with all requirements of disbursement of hotel/motel occupancy funds and to obtain the funds within the year of allocation. All entities that are awarded funds must obtain and spend all disbursed funds by the end of the calendar year following the year in which funds are awarded, **unless otherwise permitted by City Council**. Recipients are subject to be audited by the City of Galveston at any time to ensure compliance.

SECTION 3. 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.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. 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 6. 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.

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 its regular meeting held on the 17th day of September, 2020, 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 _____, 2020.

Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 20- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS ACCEPTING A TXDOT STEP “IMPAIRED DRIVING MOBILIZATION ENFORCEMENT AND SPEED ENFORCEMENT” GRANT FOR FISCAL YEAR 2021 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$56,916.52 AND PROVIDING FOR A LOCAL MATCH OF \$13,928.21; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation has offered the City of Galveston a STEP “Impaired Driving Mobilization Enforcement and Speed Enforcement” Grant for Fiscal Year 2021, in the amount of \$ 56,916.52; and,

WHEREAS, for the purpose of the grant the funding will be used for increasing patrols for Impaired Drivers and Speed Enforcement in designated areas on Galveston Island; and,

WHEREAS, the City of Galveston, Texas, will provide matching funds of \$13,928.21 consisting of overtime and operational services; and,

WHEREAS, to receive the grant, the grantor requires the City submit a Resolution accepting the grant and authorizing the City Manager to execute all documents necessary to receive the grant; and,

WHEREAS, on September 17, 2020, the City Council approved the grant acceptance and local match funding, and this Resolution memorializes the action taken by City Council; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to adopt this Resolution and authorize the City Manager to accept the grant on behalf of the City of Galveston, Texas.

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 authorizes the City Manager to execute all documents necessary to receive a TXDOT STEP “Impaired Driving Mobilization Enforcement and Speed Enforcement” grant in the amount of

\$56,916.52 with a local match of \$13,928.21, from the Texas Department of Transportation.

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
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 September 17, 2020, 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 _____, 2020.

Secretary for the City Council
of the City of Galveston



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

September 17, 2020

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

From: Vernon L. Hale, III, Chief of Police

RE: Consider for approval a resolution accepting an Impaired Driving Mobilization and Speed Enforcement Grant for Fiscal Year 2021 from the Texas Department of Transportation in the amount of \$56,916.52 with a local match of \$13,928.21. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Galveston Police Department has been awarded a STEP Grant for impaired driving and speed enforcement from the Texas Department of Transportation in the amount of \$56,916.52.
- TXDOT - \$42,988.31 (75.53%)
 - Local match - \$13,928.21 (24.47%)
- B. The attached chart illustrates the cost breakdowns of the approved grant.
- C. Funds from this grant will be utilized to increase patrols for impaired drivers during Fiscal Year 2021 on Galveston Island. Speed Enforcement will be conducted on a regular basis for Fiscal Year 2021 in the following areas:
- IH-45 – Causeway
 - Seawall Blvd and FM 3005
 - School Zones

II. Current Situation

Whether to approve authorizing the City Manager to execute documents accepting the grant funds.





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

III. Issues

1. Cost – Local match of \$13,928.31 in overtime and operational services.
2. Timing – Prior to start of Fiscal Year 2021
3. Departmental Improvements – Will provide funding for increased traffic enforcement.

IV. Alternatives in order of priority

- A. City Council approves the request.
- B. City Council does not approve the request.

V. Recommendation

Concur in Alternative A and approve the request.

VI. Fiscal Impact Report

Requested by:	Vernon L. Hale, III Chief of Police
Funding Source:	Galveston Police Department General Fund
Costs:	\$13,928.21

Respectfully Submitted,

Vernon L. Hale
Chief of Police



Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: City of Galveston Police Department

Legal Name: City of Galveston

Payee Identification Number: 17408510018007

Project Title: STEP Comprehensive

ID: 2021-Galveston-S-1YG-00098

Period: 10/01/2020 to 09/30/2021

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Galveston** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2021.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **883278038**
FAIN:
18X9204020TX21
69A37521300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2020** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2021** unless terminated or otherwise modified.

Total Awarded: **\$56,916.52**
Amount Eligible for Reimbursement by the Department: **\$42,988.31**
Match Amount provided by the Subgrantee: **\$13,928.21**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are

City of Galveston Police Department
STEP Comprehensive 2021

based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has

Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as

City of Galveston Police Department
STEP Comprehensive 2021

performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result

damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, 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 Subgrantee breaches or violates this warranty, the Department 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 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to

perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **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;
- **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);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **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;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens 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);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (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) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination 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); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this

contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the

certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money.

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The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. 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 Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC.

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funded grant program. False statements on this form may be prosecutable under FCPS 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
 2. physical inspection of project records and supporting documentation
 3. telephone conversations
 4. e-mails and letters
 5. quarterly review meetings
 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
 2. Review project accomplishments (performance measures completed, targets achieved)
 3. Account for any approved Program Income earned and expended
 4. Identify exemplary performance or best practices

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GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From 10/1/2018 To 9/30/2019**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	68	0	7
Speed	1740	0	5
Safety Belt	84	0	8
Child Safety Seat	68	0	
Intersection Traffic Control (ITC)	806	0	25
Distracted Driving Citations	0	0	0
Other Elements	8014	0	7

If you have additional attachments, provide them on the "Attachments" page.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	6	
Reduce the number of Speed-related crashes to	4	
Reduce the number of Safety Belt-related crashes to	7	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	22	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	807	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : I-45 down Broadway in a 3.73 square mile area as depicted on the map.

Zone Hours :

Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/945695_337651-](https://www.dot.state.tx.us/apps/egrants/_Upload/945695_337651-2021STEPGalveston_Zone1.pdf)
(attach) 2021STEPGalveston_Zone1.pdf

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : 4 mile stretch of FM 3005 as depicted on map

Zone Hours :

Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/945696_337651-](https://www.dot.state.tx.us/apps/egrants/_Upload/945696_337651-2021STEPGalveston_Zone2.pdf)
(attach) 2021STEPGalveston_Zone2.pdf

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$42,988.31	\$0	\$42,988.31
(200)	Fringe Benefits:	\$0	\$9,629.38	\$9,629.38
	Sub-Total:	\$42,988.31	\$9,629.38	\$52,617.69
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$42,988.31	\$9,629.38	\$52,617.69
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$4,298.83	\$4,298.83
Summary				
	Total Labor Costs:	\$42,988.31	\$9,629.38	\$52,617.69
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$4,298.83	\$4,298.83
Grand Total		\$42,988.31	\$13,928.21	\$56,916.52
	Fund Sources (Percent Share):	75.53%	24.47%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

September 10, 2020

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

From: Vernon L. Hale, III, Chief of Police

RE: Consider for approval a renewal of the Interlocal Agreement between the City of Galveston and The County of Galveston to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of The State of Texas.

I. Background

- A. The Galveston Police Department has participated in the Galveston County Auto Crimes Task Force for several years.
- B. Participation enhances each participating agency's capabilities to share information allowing for more effective, efficient law enforcement practices.

II. Current Situation

- A. The current Interlocal Agreement with The County of Galveston expires on August 31, 2020.
- B. The City of Galveston will need to execute the renewal Interlocal Agreement to ensure continued participation in the combined auto theft prevention task force.

III. Issues

- A. Cost – N/A
- B. Timing – As soon as possible.
- C. Departmental improvements – Renewal of the Interlocal Agreement with The County of Galveston ensures continued participation in the Auto Crimes Task Force.





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

IV. Alternatives in order of priority

- A. Approval of the renewal of the Interlocal Agreement with The County of Galveston.
- B. Do not approve the renewal of the Interlocal Agreement with The County of Galveston.

V. Recommendation

Concur in Alternative A and approve the renewal of the Interlocal Agreement with The County of Galveston.

VI. Fiscal Impact Report

Requested by	Vernon L. Hale, III Chief of Police
Funding Source	Automobile Burglary & Theft Prevention Authority of The State of Texas/County of Galveston/City of Galveston
Cost	N/A

Respectfully Submitted,

Vernon Hale
Chief of Police



RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH GALVESTON COUNTY FOR CONTINUED PARTICIPATION IN THE GALVESTON COUNTY AUTO CRIMES TASK FORCE; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR 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 such services include the Auto Crimes Task Force; and,

WHEREAS, the City of Galveston Police Department has participated with Galveston County in the Galveston County Auto Crimes Task Force, for several years. The current Interlocal Agreement expires on August 31, 2020; and,

WHEREAS, participation enhances each participating agency’s capability to share information allowing for more effective, efficient law enforcement practices; and,

WHEREAS, it is in the best interest of the public health and welfare of the people of the City to allow the City of Galveston to continue to participate in the Galveston County Auto Crimes Task Force; and,

WHEREAS, the City and Galveston County enter into an Interlocal Cooperation Agreement to allow the City of Galveston to continue its participation in the Galveston County Auto Crimes Task Force, collectively referred to herein as the Agreement; and,

WHEREAS, the City Council find it in the public interest to enter into the Interlocal Agreement allowing the City of Galveston to continue to participate in the Galveston County Auto Crimes Task Force.

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. That the Interlocal Cooperation Agreement between the City of Galveston and Galveston County, attached hereto as **Exhibit 1**, is hereby approved and adopted.

SECTION 3. That the City Manager is hereby authorized to execute the Interlocal Cooperation Agreement between the City of Galveston and Galveston County in substantially the same form as attached hereto 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

DONNA M. FAIRWEATHER
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 the 10th day of September, 2020, 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 _____, 2020.

Secretary for the City Council
of the City of Galveston

Interlocal Agreement
State of Texas

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.

WITNESSETH

WHEREAS, the **County of Galveston** and **City of Galveston** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority of the State of Texas, in the amount of **\$451,354** for the **Galveston County Auto Crimes Task Force**, and,

WHEREAS, the **City** has agreed to contribute the total of **\$42,666** in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a **multijurisdictional MVCPA Task Force**; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow the **County** to file an application for a grant with the Motor Vehicle Crime Prevention Authority, which extension is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on **September 1, 2020** and to end: **August 31, 2021**.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, the **City** agrees to contribute a total of **\$42,666** in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	\$39,066	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (City employee)	\$2,400	In-Kind Match by City (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (City employee)	\$1,200	In-Kind Match by City (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2020.

County of Galveston by:

City of Galveston by:

Mark Henry, County Judge

Brian Maxwell, City Manager

Date Signed

Date Signed

ATTEST:

ATTEST:

Dwight D. Sullivan, County Clerk

Janelle Williams, City Secretary

Motor Vehicle Crime Prevention Authority

Lt. Tommy Hansen
Chair



Ashley Hunter
Insurance Representative

Armin Mizani
Insurance Consumer Representative

Asst. Chief Mike Rodríguez
Law Enforcement Representative

Shay Gause
Insurance Representative

Kit Whitehill
Insurance Consumer Representative

Steven C. McCraw
Ex Officio Member
Major Justin Owen -Designee
Texas Department of Public Safety

July 29, 2020

The Honorable Mark Henry
Galveston County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550
Via Email: Mark.Henry@co.galveston.tx.us

Re: **FY2021 Statement of Grant Award and Acceptance Notice**
Grant Number: **608-21-0840000**
Grantee: **Galveston County**
Program Title: **Galveston County Auto Crimes Task Force**
Grant Award Amount: **\$451,354**
Grant Term: **September 1, 2020 to August 31, 2021**

Dear Judge Henry,

I am pleased to inform you that Galveston County has been approved for a grant award awarded by the Motor Vehicle Crime Prevention Authority (MVCPA) in the amount indicated above. The award will be from September 1, 2020 through August 31, 2021. The grant award must be officially accepted by signing and returning the enclosed Statement of Grant Award and grantee acceptance notice within 30 days from the date received.

~~We look forward to working with you to combat and reduce motor vehicle crime. Any questions relating to the administration of this grant should be directed to our office. Please do not hesitate to contact me should you require further assistance with this matter. I can be reached at Bryan.Wilson@txdmv.gov or (512) 465-4012.~~

Sincerely,

Bryan E. Wilson
Director

Copy via email: all agency designated grant officials



**FY21 Motor Vehicle Crime Prevention Authority (MVCPA)
Statement of Grant Award and Grantee Acceptance Notice**

Grant Number: **608-21-0840000**
 Grantee: **Galveston County**
 Program Title: **Galveston County Auto Crimes Task Force**
 Grant Award Amount: **\$451,354**
 Total Cash Match Amount: **\$236,706**
 Reimbursement Percent: **\$65.60%**
 In-Kind Match Amount: **\$48,000**
 Grant Term: **September 1, 2020 to August 31, 2021**

That whereas, Galveston County (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 19, 2019 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled Galveston County Auto Crimes Task Force, and further identified by grant number 608-21-0840000; and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY21 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **July 29, 2020**; and

Whereas, the Grantee desires to accept the FY21 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code, Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts;
- ~~The Request for Applications issued on April 19, 2019;~~
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award;
- The certification of compliance; and
- The Approved Grant Budget Summary:

Approved Grant Budget Summary				
	MVCPA	Cash Match	Total	In-Kind
Personnel	\$329,993	\$17,760	\$347,753	\$0
Fringe	\$0	\$111,201	\$111,201	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$121,361	\$75,655	\$197,016	\$0
Travel	\$0	\$3,510	\$3,510	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies and Direct Operating	\$0	\$28,580	\$28,580	\$48,000
Totals	\$451,354	\$236,706	\$688,060	\$48,000
*Reimbursement Percent: 65.60% - \$451,354 MVCPA Amt. / \$688,060 (MVCPA Amt. plus \$236,706 Cash Match)				

Now, therefore, the Grantee accepts the FY21 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

XX **Border Security Report Requirement** – Grantees that receive Motor Vehicle Crime Prevention Authority funds and which are located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway are required to provide an additional report as required by the General Appropriations Act, page IX-38 Section 7.11 (b) 3; 86th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed

Galveston County Grant Application Negotiation for Fiscal Year 2021

The Application was submitted by Mark Henry at 7/17/2020 4:03:20 PM and is now locked.

The confirmation Number is 2020071700152.

Program Title Please enter a short description of the proposed program that can be used as the title. *Galveston County Auto Crimes Task Force*

Which type of grant are you applying for?

Continued Grant - Only available to agencies that have a 2020 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.

To be eligible for consideration for funding, a program must be designed to support one or more of the following **MVCPA program categories**.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts

Grant Participation and Coverage Area

- **Other Coverage** (Describe): *Galveston County Auto Crimes Task Force covers Brazoria, Matagorda, and Southern Harris County areas on a request basis. We currently conduct 68-A inspections for these areas, respond to complaints and assist on investigations. The geographical area has a population growth during the summer time.*

Our Analyst offers support not only statewide, Nationally (Federal Agencies) but also internationally upon request.
- **Law Enforcement Grant**
Participating and coverage agencies below.

Participating Agencies: agencies that will materially participate in the grant application through the use of interlocal agreements. The agencies selected in this list only includes agencies that will receive or provide funding and/or resources. The interlocal agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.

Coverage Agencies: agencies that will be covered by the grant but not materially participating in the grant application. These agencies will not be covered by a grant interlocal agreement but as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant. The agencies selected in this list only includes agencies that will be covered or where the chief of police or county sheriff indicates that

their agency will coordinate or call upon the taskforce. These will not directly receive or provide funding and/or resources. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0840000 GALVESTON CO SO	None
TX0840400 GALVESTON PD	TX0200000 BRAZORIA CO SO (MIP)
TX0840700 LA MARQUE PD	TX0200100 ALVIN PD
	TX0200200 ANGLETON PD
	TX0200300 CLUTE PD
	TX0200400 DANBURY PD
	TX0200500 FREEPORT PD
	TX0200800 LAKE JACKSON PD
	TX0200900 MANVEL PD
	TX0201000 PEARLAND PD(MIP)(IBR)
	TX0201100 RICHWOOD PD
	TX0201200 SWEENEY PD (AE)
	TX0201400 WEST COLUMBIA PD
	TX0201700 ALVIN COMMUNITY COLL PD
	TX0201800 BRAZORIA PD
	TX0201900 BROOKSIDE VILLAGE PD
	TX0202700 JONES CREEK PD (AE)
	TX0202800 SURFSIDE BEACH PD
	TX0202900 OYSTER CREEK PD
	TX0203200 ALVIN ISD PD
	TX0203300 ANGLETON ISD PD (AE)
	TX0203500 COLUMBIA-BRAZORIA ISD PD
	TX0840200 DICKINSON PD
	TX0840300 FRIENDSWOOD PD (AE)
	TX0840500 HITCHCOCK PD
	TX0840600 KEMAH PD
	TX0840800 LEAGUE CITY PD
	TX0840900 TEXAS CITY PD
	TX0841000 UTMB-GALVESTON PD
	TX0841200 TX A&M GALVESTON PD (AE)
	TX0841900 JAMAICA BEACH PD (AE)
	TX0842100 SANTA FE PD
	TX0842200 BAYOU VISTA PD
	TX0842300 COLL OF THE MAINLAND PD
	TX0842800 Santa Fe ISD PD
	TX0843100 GALVESTON ISD PD
	TX1012500 WEBSTER PD
	TX1012800 NASSAU BAY PD
	TX1610000 MATAGORDA CO SO
	TX1610100 BAY CITY PD
	TX1610200 PALACIOS PD
	TX1610900 BAY CITY ISD PD

Resolution: Complete a Resolution and submit to local governing body for approval. *Sample Resolution* is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov.

Grant Budget Summary

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$329,993	\$17,760	\$347,753	\$0
Fringe	\$0	\$111,201	\$111,201	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$121,361	\$75,655	\$197,016	\$0
Travel	\$0	\$3,510	\$3,510	\$0
Equipment				
Supplies and Direct Operating Expenses (DOE)	\$0	\$28,580	\$28,580	\$48,000
Total	\$451,354	\$236,706	\$688,060	\$48,000

52.44%

The maximum award for this grant is \$451,354.

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Lt./Commander (Position # 401)	Investigator/LEO	100.00%	\$82,152	\$6,850	\$89,002	\$0
Investigator (Position #404)	Investigator/LEO	100.00%	\$75,486	\$3,130	\$78,616	\$0
Investigator (Position #405)	Investigator/LEO	100.00%	\$71,849	\$4,410	\$76,259	\$0
Analyst (Position #403)	Crime Analyst/LE Professional	80.00%	\$44,903	\$800	\$45,703	\$0
Deputy III (Position #402)	Investigator/LEO	100.00%	\$55,603	\$2,570	\$58,173	\$0
	Total Personnel		\$329,993	\$17,760	\$347,753	\$0
Fringe						
Deputy III (Position #402)	Investigator/LEO		\$0	\$19,954	\$19,954	\$0
Lt./Commander (Position # 401)	Investigator/LEO		\$0	\$26,902	\$26,902	\$0
Investigator (Position #404)	Investigator/LEO		\$0	\$24,553	\$24,553	\$0

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Investigator (Position #405)	Investigator/LEO		\$0	\$24,024	\$24,024	\$0
Analyst (Position #403)	Crime Analyst/LE Professional		\$0	\$15,768	\$15,768	\$0
	Total Fringe		\$0	\$111,201	\$111,201	\$0

Overtime

Lt./Commander (Position # 401)	Investigator/LEO		\$0	\$0	\$0	\$0
Investigator (Position #404)	Investigator/LEO		\$0	\$0	\$0	\$0
Investigator (Position #405)	Investigator/LEO		\$0	\$0	\$0	\$0
Analyst (Position #403)	Crime Analyst/LE Professional		\$0	\$0	\$0	\$0
Deputy III (Position #402)	Investigator/LEO		\$0	\$0	\$0	\$0
	Total Overtime		\$0	\$0	\$0	\$0

Professional and Contract Services

Galveston PD - Sr Police Officer	Investigator/LEO - personnel	100.00%	\$76,253	\$5,598	\$81,851	\$0
Galveston PD - Sr Police Officer	Investigator/LEO - fringe	100.00%	\$0	\$33,468	\$33,468	\$0
Galveston PD - Sr Police Officer	Investigator/LEO - overtime	100.00%	\$0	\$0	\$0	\$0
La Marque PD - Detective*	Investigator/LEO - personnel	100.00%	\$45,108	\$17,061	\$62,169	\$0
La Marque PD - Detective	Investigator/LEO - fringe	100.00%	\$0	\$19,528	\$19,528	\$0
La Marque PD - Detective	Investigator/LEO - overtime	100.00%	\$0	\$0	\$0	\$0
	Total Professional and Contract Services		\$121,361	\$75,655	\$197,016	\$0

Travel

MVCPA Meetings and Workshops	Administrative In-state		\$0	\$390	\$390	\$0
Advanced/Specialized Auto Theft	Training In-State		\$0	\$3,120	\$3,120	\$0
TAVTI	Training In-State		\$0	\$0	\$0	\$0

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
	Total Travel		\$0	\$3,510	\$3,510	\$0
Equipment						
	Total Equipment					
Supplies and Direct Operating Expenses (DOE)						
Service Contracts (Hardware/Software)			\$0	\$16,620	\$16,620	\$0
Fuel			\$0	\$0	\$0	\$16,800
Vehicle Maintenance			\$0	\$1,000	\$1,000	\$7,200
Wireless Communications			\$0	\$8,160	\$8,160	\$0
Administrative Supplies			\$0	\$800	\$800	\$0
Operating Supplies			\$0	\$1,000	\$1,000	\$0
Training/Registrations			\$0	\$1,000	\$1,000	\$0
Utilities			\$0	\$0	\$0	\$24,000
	Total Supplies and Direct Operating Expenses (DOE)		\$0	\$28,580	\$28,580	\$48,000

Budget Narrative

Personnel: Lt/Commander (Galveston County Sheriff's Office): Commander supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Director, investigators, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate state and county regulations. Commander provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Commander coordinates with the Analyst concerning appointments, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force.

Investigators (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including

Budget Narrative

research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle-related requests for local, state, and federal investigators. 80% assigned to Auto Crimes Task Force.

Deputy III (Galveston County Sheriff's Office): Primary duties will consist of pro-active LPR operation and field identification and assistance. May conduct minor investigations and overt/covert operations as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. May assist assigned district liaisons by sharing and gathering information related to motor vehicle crimes as deemed necessary by the Commander. Assists all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force.

Personnel not listed in funding tables include 2 part time reserve deputies assigned to the Auto Crimes Task Force. Their duties may include: conducting investigations, both pro-active (self-initiated) and reactive; operating both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. No grant funds requested for salaries; nor matches used in grant application; however, some costs may be incurred to provide training or equipment necessary to conduct ACTF business.

Note: Salaries listed are based on proposed position steps/grades with respect to percentage of time spent on Auto Crimes Task Force grant activities no potential cost of living adjustments/step increases/salary increases are included or anticipated for the coming fiscal year. Cash match amounts reflected are for sworn law enforcement personnel per the Law Enforcement Career Path Program for: Certification Pay (based on level of certification as follows: \$50 per month for intermediate certification; \$100 per month for advanced certification; and \$150 per month for master certification); and Longevity Pay: \$10 per month for each year of time in service per month. Also included is a one-time bonus of \$1,000 per employee typically given to County employees in the second pay period in November.

Fringe: Cash Match reflected above includes the following benefits for all county employees with respect to percentage of time spent on Auto Crimes Task Force grant activities: Pension -Texas County District and Retirement System (TCDRS) at 12.26% Alternate Plan (County does not participate in Social Security) at 8.645% Medicare at 1.450% Unemployment Insurance at 0.180% Health Insurance at \$565/month. Fringe match calculated with potential 3% COLA and includes no overtime. Rates noted are per the Galveston County Employee Benefits Package for FY 2020.

Overtime: N/A

Professional and Contract Services: Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task

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Force. The Galveston Municipal Police Association and the City of Galveston entered a new Collective Bargaining Agreement in FY2020. Salary, benefits and overtime shown were calculated with a proposed negotiated salary adjustments with no overtime. Salary match paid by Galveston PD includes Certification Pay (based on TCOLE certification - Intermediate: \$100/month; Advanced: \$167/month; and Masters: \$208/month); Longevity Pay (\$4.50 per years of service/month); and Education Pay (based on degree held from nationally accredited college or university - Associates: \$75/month; Bachelors: \$200/month; Masters: \$250/month). Benefits/Fringe provided by City match include: Pension (12%); Social Security (6.20%); Medicare (1.450%); Workers Comp (9.250%); Health Insurance (\$790/month); Dental Insurance (\$24/month); and Life Insurance (\$16/month).

La Marque Police Department (Detective): *Base salary amount for FY 2021 is estimated at \$59,153 based on current hourly rate and projected increases due to Collective Bargaining. Due to mandated State reduction of grant funds in FY 2021 budget, allowable grant funds for this position are \$45,108. Cash match of \$14,045 using Program Income funds will be used for the remainder of the base salary amount. Additional Personnel/Salary cash match paid by the city of La Marque for FY 2021 is estimated at \$3,016 and is detailed below.

Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Salary and benefits reflected were calculated based on current hourly rate billed and agreed adjustments and increases for FY 2021 per Collective Bargaining Agreement between the La Marque Municipal Police Association and the City of La Marque with no overtime. Salary Match paid by La Marque PD includes Certification Pay: \$130/month (up to \$150 depending on certification level); Longevity Pay: one-time annual payment received in November; an Equipment Allowance: \$65/month; Fitness Pay: \$250 one-time per year in December. Benefits provided by City match include: Pension (14.08%); Social Security (6.20%); Medicare (1.450%); and Health Insurance (\$501.56/month).

Travel: The current per diem rate for the county is \$45 per day and the mileage rate is in conjunction with the IRS standard mileage rate. Each investigator assigned by contract will follow the travel policies of their home agencies respectively and will bill ACTF for reimbursement of travel costs incurred. An average general per diem of \$45 per day used in below calculations.

Administrative (In-State): ACTF anticipates travel to MVCPA Board Meetings plus one grant workshop per year for Commander and Analyst. Calculated one overnight stay: \$45 per diem/day x 2 people x 1 times per year - \$90; and hotel estimate: \$150/night (including taxes) x 2 people x 1 night = \$300. TOTAL = \$390

Advanced/Specialized Other Auto Theft and Investigative training (In-State): Locations to be determined for FY 2021. Estimated funds include training for 2 persons: hotel rooms at \$150/night (including taxes) for 4 nights x 2 classes - \$1200; plus average per diem of

Budget Narrative

\$45/per day x 4 days x 2 persons - \$360. TOTAL = \$1,560 x 2 classes = \$3,120

All travel funds for FY 2021 will be paid by Program Income funds.

Equipment: N/A

Supplies and Direct Operating Expenses (DOE): Service Contracts: \$16,620 cash match using Program Income funds for: Software Licensing and Maintenance costs of \$10,800 to renew annual contract with Vigilant Solutions for Law Enforcement Archival and Reporting Network (LEARN) and National Vehicle Location System (NVLS) access to LPR data (including private data) and Facial Recognition System; Software Licensing and Maintenance costs of \$2,820 to CovertTrack to renew annual contract to access mapping for tracking devices on our bait vehicle; and Hardware Maintenance Contract annual renewal with Vigilant Solutions for \$3,000 to provide upgrades to the existing License Plate Reader camera system.

Fuel: The county and cities provide fuel for ACTF vehicles including investigator vehicles, LPR, and bait car. All amounts shown as in-kind match are based on estimate of \$200/month. Quarterly expenditure reports will document actual match by each entity.

Vehicle Maintenance: \$1,000 cash match using Program Income funds to cover any cost for maintenance or repair to bait vehicles (including a car, cargo trailer, all-terrain vehicles and personal water craft); License Plate Reader vehicle; ACTF Polaris UTV; and ACTF crime prevention trailer; and \$7,200 In-Kind from the County and Cities to repair and maintain agent's vehicles (6 total) estimated at \$1,200/agent.

Wireless Communications: \$8,160 cash match using Program Income funds for cell phones used by ACTF staff; cellular data links in bait vehicles, LPR, tracking units to operate GPS systems, and IP video cameras used for surveillance. Also includes costs of air cards for laptop computers to send/receive data to identify motor vehicles, suspects, or relay information in surveillance situations in a timely and secure method. Costs estimated at \$680/month.

Administrative Supplies: \$800 cash match using Program Income funds for Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Estimated cost for office supplies is \$800 and accommodates expensive printer cartridges for agent's printer, which was provided by the County. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

Operating Supplies: Estimated \$1,000 cash match using Program Income funds for Departmental Supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies; finger print supplies; and other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

Training: \$1,000 cash match using Program Income funds to allow for training opportunities (if offered locally and requiring no additional travel costs) such as new detective/investigator training \$500/person or interview and interrogation training

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\$500/person

Utilities/Building Maintenance/Alarm: In-kind match shown for County provided utility services (electrical, water, sewer, garbage disposal, etc) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Cost of utilities estimated at \$2000/month, however quarterly expenditure reports will document actual utility bill amounts.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program.

Cash Match		
Source of Cash Match		
Galveston County	Grantee	\$128,961
City of Galveston	Subgrantee	\$39,066
City of La Marque	Subgrantee	\$22,544
Program Income	Program Income	\$46,135
Total Cash Match		\$236,706
In-Kind Match		
Source of In-Kind Match		
Galveston County	Grantee	\$40,800.00
City of Galveston	Subgrantee	\$3,600.00
City of La Marque	Subgrantee	\$3,600.00
Total In-Kind Match		\$48,000.00

Statistics to Support Grant Problem Statement

Use UCR data	2016	2017	2018
Larceny from a motor vehicle	1907	1931	1799
Larceny from a motor vehicle - Parts	167	120	66
Jurisdictions included in totals	Statistics for Area of Jurisdiction		
Theft of a motor vehicle	687	759	694
Recoveries of Motor Vehicles	317	388	340
Jurisdictions included in totals	Statistics for Area of Jurisdiction		

Provide any additional information or limitations about the data provide above
Data collected from UCR reports for local agencies for CY's 2016, 2017, and 2018.

Application Narrative
Grant Introduction (Executive Summary)

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the intent of the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by county commissioners' court. The court appointed Galveston County Sheriff to oversee this project. Galveston County Auto Crimes Task Force command structure has a Director (appointed by Sheriff), Commander, Assistant Commander, Analyst and four Investigators with a request for one additional investigator for FY 2020. The task force follows the command structure of the Sheriff's Office.

Galveston County Auto Crimes Task Force is a multi-agency and multi-jurisdictional task force with extensive training in auto theft and vehicle financial fraud. The task force coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often tied to organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals sustaining illegal behavior, including theft by fraud, are causing harmful losses to Texas communities.

Galveston County Auto Crimes Task Force proposes to reduce auto crimes throughout Galveston County and the surrounding areas by collaborating with law enforcement agencies within Galveston County and the surrounding counties by conducting covert operations, surveillance, vehicle identification, agency assistance, and intelligence sharing.

Crime mapping and analytical research is an integral part of fighting the varied array of criminal enterprises across multiple jurisdictions. We develop strategies and utilize crime statistics to assign personnel to operations to pro-actively combat thefts and burglaries of motor vehicles/parts. We utilize available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles/parts and thefts of motor vehicles. Investigators also work ~~re-actively, investigating assigned follow up cases from participating agencies to help~~ identify prolific offenders and potential suspects and/or actors. We further conduct vehicle inspections for port operations and DMV 68-A forms.

Galveston County Auto Crimes Task Force will conduct vehicle theft/burglary of a vehicle public education/awareness events that will influence the community to safeguard their vehicles and personal property through the use of practical prevention methods.

Galveston County Auto Crimes Task Force provides an Analyst who assists officers from any requesting Local, County, State, or Federal Agency.

Task Force funding is crucial to combat, burglary of motor vehicles/parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes.

Grant Problem Statement

2.1

Provide an assessment of the motor vehicle burglary (including theft of parts) problem in the coverage area of this application.

Galveston County Auto Crimes Task Force provides full service to Galveston County (population 349,112 per UCR reports 2018). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Two areas in the county have seen dramatic increases in burglaries of motor vehicles, jugging, which we intend to address. The north end of Galveston County and eastern Brazoria County is ever-growing in population and retail businesses creating a target rich environment; and the tourist industry in the southern part of Galveston County has seen record increases since the growth of the economy. Both areas have increased incidents of violence associated with motor vehicle crimes.

Galveston County suffered losses of two million dollars in 2018 due to motor vehicle burglaries and thefts. Victims also suffer an array of losses well beyond economic, such as lost time, lost business, and lost wages and overall diminishment of community well-being. In CY 2018, there were 1799 burglaries of motor vehicles/stolen parts with a value loss of \$2,005,885 and an average loss \$1,115.

Since 2017 there has been an almost 7.07% reduction in vehicle burglaries in Galveston County overall but Northern parts of the county have drastically increased. These reductions are attributed to increased public awareness, pro-active LPR patrols, surveillance, and bait vehicle operations. Joining forces with other state and local law enforcement agencies has helped significantly. Providing local law enforcement training has also assisted in the decline of vehicle part thefts and burglaries. Despite the reduction, Galveston County has experienced an increase in incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor vehicle burglaries/parts including victim assisted crime; organized crime; firearms being stolen; drug related; and tire and rim thefts from dealerships.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application

Since 1993 GCACTF has provided full service targeting vehicle thefts in Galveston County (population 349,112 per UCR reports 2018). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies.

Galveston, Southern Harris, Brazoria, and Matagorda Counties have reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts including victim assisted crime; organized crime; drug related; trafficking in humans and narcotics; theft of rental cars through fraud; chop shops; internet scams; and dealership burglaries and theft of vehicles. In CY 2018 there were 694 vehicle thefts totaling \$8,101,756, with an average loss of \$11,674 bringing the total loss due to motor vehicle theft and burglary in Galveston County to \$10,107,641.

The City of Galveston typically experiences a significant increase in motor vehicle

thefts in the summer months. This can almost surely be attributed to the increase in visitors due to the beaches and tourism industry combined with schools being on summer break. The international seaport has increase vehicle export traffic involving human trafficking, narcotics, and U.S. Currency.

Galveston County reported approximately 694 incidents of motor vehicle thefts to police with an average of 1.90% vehicles a day in 2018. While 2018 MVT compared to 2017 a 8.94% decrease, current trends so far for CY 2019 are showing spikes in thefts in Galveston and Texas City.

The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation, collaboration, and involvement of many stakeholders. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

- 2.3 Describe the geographical target area intended for this application. Include information about the taskforce governing and command structure. Include a description of the coverage area(s) and the nature of support and agreements supporting this application.

Galveston County is comprised of a total area of 824 square miles. Galveston County is south of Houston with an international Sea Port for commercial traffic. Galveston County has one major US highway and six state highways leading in and out of the county. Galveston County has fourteen incorporated cities and three unincorporated rural areas. Galveston County has two major medical facilities with one having a national laboratory.

Galveston County is the grantee and is governed by county commissioners' court. The court has appointed the Sheriff to oversee the project. Galveston County Auto Crimes Task Force command structure includes a Director (appointed by Sheriff), Commander, and Assist Commander. The Task Force has six auto theft investigators including Commander and one motor vehicle theft Analyst assigned. We seek to add and additional investigator from Texas City Police Department in FY 2020 for a total of seven full time auto theft investigators.

The task force is supported by the participating agencies with interlocal agreements from the cities of Galveston, La Marque, Hitchcock, and potentially Texas City. The Sheriff has open ended cooperative working agreements with agencies in Galveston County and the surrounding agencies which we fall under.

Galveston County's tourism industry has grown dramatically in recent years. We have over 70 miles of beachfront plus close proximity to the nation's third largest city, Houston, contributing to the complexity of our theft problems. Galveston's tourism industry continues to thrive. Growth has been clearly seen throughout the entire county with a number of new hotels. The already large cruise industry is growing with the addition of more ships, larger ships and a third terminal. Galveston has become one of the largest cruise terminals in the world.

Contributing to the growth are events such as Mardi Gras, Spring Break and the Lone Star Bike Rally. Galveston hosts one of the largest Mardi Gras events in the nation. Galveston is rated as the #2 spot in Texas for Spring Break. This past year the Lone Star Bike Rally became the second largest rally in the nation surpassing Daytona and being only second to Sturgis. This event has had an affect countywide with large venues in the La Marque and Hitchcock areas. League City has seen explosive growth in business and entertainment. All of these areas are increasing as target rich environments for thefts, BMV's, jugging, and car-jackings.

The Ports of Galveston and Freeport are also in the service area of our program. Both ports have seen extensive growth in the movement of vehicles and equipment inbound and outbound. It is not uncommon for our port inspections to result in the checking of hundreds of vehicles in a single day.

2.4 Will the program described in the application cover the community(ies) at large or will all or any part of this program be directed to serve a specific target population? **If No or Both, please describe the problem supporting the need for a special target population.**

We do not target specific populations, however through analysis and intelligence gathering, GCACTF may evaluate an area with a specific need or emerging trends which requires a temporary targeted focus to combat auto theft and burglaries. Any agency or portion of our coverage area could be focused on at any given time. For example the Northern parts of Galveston county which have shown increase in burglary of motor vehicles.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the functions they will perform in implementing the program. If Awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the Proposed Program Related to Burglary of a Motor Vehicle

Through increased communication and collaboration with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention displays, we hope to see continued reductions in the numbers of motor burglaries. The proposed TCOLE training of officers to increase awareness of burglary interdiction should have a positive impact on the changing trends as well.

Functions Of Proposed Project

Operations and services are provided to all law enforcement agencies and citizens of

Galveston County, and to areas outside of Galveston County on a request basis.

Since 2007, GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle burglary/parts. Investigators are specially trained in vehicle identification and investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted five grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and resources effectively.

Galveston County Auto Crimes uses various combinations of the following eight methods to combat burglary of motor vehicles and parts:

1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The officers and examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.

2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles/parts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with burglaries of motor vehicles.

3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles/parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts.

4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary/parts with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle

burglary/parts.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles and parts to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and/or parted out for international transport through ports. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft/parts.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles/parts. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of thefts/burglaries and meet the statutory measures to increase recoveries of stolen vehicles/parts; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle burglary/parts and theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary/parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary/parts and theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding auto burglaries, including stripped vehicles/parts, salvage switch parts, and insurance fraud cases.

Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles/parts.

Provide assistance regarding patterns of criminal activity relating to burglaries of motor vehicle/parts.

Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles/parts to include gang activity, narcotics trafficking, etc.

Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and/or using bait to combat the activity)

Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities in coverage area.

Assist requesting law enforcement agencies in coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles.

Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles.

Provide instructors and/or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, and Basic Police Academies, and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles.

~~*Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles.*~~

Assist in processing of recovered stolen evidence/parts related to burglaries of motor vehicles and/or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts.

Provide On-Call Agent 24 hours a day/7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the Proposed Program Related to Theft of a Motor Vehicle

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. Galveston County Auto Crimes

Task Force will increase communication and training of crime prevention to law enforcement personnel. We will continue the increased visibility through static display of stripped vehicle displays.

Functions Of Proposed Project

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently ACTF agents are specially trained in vehicle inspections/investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of our task force remain vigilant in the fight against motor vehicle theft.

The task force uses various combinations of the following eight methods to combat motor vehicle theft:

1) Investigation: Officers funded under ABTPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.

2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with motor vehicle thefts and associated gateway crimes. She regularly assists other ABTPA task forces and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections.

3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in

vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by ABTPA allows task force officers the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment.

4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The ABTPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who and steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-

lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases.

Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents.

Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats/personal watercraft, and heavy equipment.

Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and/or property, etc.

Assist citizens and law enforcement agencies concerning complaints regarding new and used car dealers in coverage area

Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in investigation of citizen complaints involving vehicle related business

Inspect in-bound and out-bound vehicles and heavy equipment at Port of Galveston in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston.

Assistance will also be given with inspections at the Port of Houston and Port of Freeport.

Assist law enforcement agencies in coverage area regarding execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle crimes.

Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury/death or the potential for serious bodily injury/death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses]

Provide instructors and/or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes.

Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. ACTF will provide training to requesting agencies regarding the processing of recovered vehicles.

Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and/or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes, Lo-Jack tracking of stolen vehicles, etc.

3.3 Functions of the Proposed Program Related to Motor Vehicle Burglary and Theft Prevention

According to a National Insurance Crime Bureau (NICB) January 01, 2016 thru December 31, 2019 report, 209 vehicles in the nation were stolen with the keys in the ignition, which is often referred to as "victim assisted" theft. To reduce simple mistakes like this, the task force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and home owners associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, social media, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, give-aways and other printed material with ABTPA logos and Galveston County Auto Crimes Task Force identifiers for reference.

~~MVCPA Task Forces are required to collaborate across judicial boundaries and to develop regional strategies to implement funded activities. Describe how the applicant staff and jurisdiction will coordinate with other agencies and jurisdictions in the implementation of this program.~~

3.4 Collaboration Effort

Galveston County Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. We conduct daily briefings to evaluate the current trends of motor vehicle burglary/parts and motor vehicle theft cases.

Much of our intelligence information is gathered and shared through the Bay Area Investigators group email. This group has over 1033 (April 5, 2019) participants including detectives and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other ABTPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This collaboration method is invaluable in the fight against motor vehicle burglary/parts and motor vehicle theft.

We further have weekly briefings with our in-house NICB Agent who works from our office one day per week. They notify us of activities and trends they see/work in surrounding areas which may cross into our coverage areas. They coordinate meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, we participate in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports.

We will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft/burglaries were reported and/or recovered by another agency. These collaborations are vital to successfully investigate and prosecute.

Our analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis.

To prevent overlapping of contiguous taskforces to Galveston county we coordinate and collaborate with the area of jurisdictions. This is done by email, two way radio, phones and in person meetings. These activities are done on a daily, weekly, monthly basis as needed. We have collaboration meetings in reference to strategies for working complex cases which overlap in other jurisdictions so that overlapping does not occur.

- 3.5 Functions of the proposed program for other motor vehicle crimes investigations related to motor vehicle burglary or theft such as motor vehicle fraud related crime, insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port crime, cartel or organized criminal enterprises etc...

Galveston County Auto Crimes Task Force utilizes specialized trained auto theft investigators to conduct complex investigations into organized criminal organizations to prevent motor vehicle theft, theft by fraud, burglary of motor vehicles, insurance fraud, and Port crimes involving motor vehicles. While we show a decrease in overall auto theft and burglary statistics, the referrals of complex vehicle crime investigations have increased from various agencies in our coverage area. These complex cases are time consuming and labor intense. Senior investigators spend months investigating and organizing these complex cases while standard cases are not being distributed due to lack of personnel. With the addition of another investigator, we hope to be able to better handle our re-active caseload, while still being able to take on the complex cases and pro-actively work operations.

The techniques utilized will be as follows:

Investigation:

Investigators will conduct investigations into proactive and reactive crimes by writing reports, examine reports, review and provide intelligence briefings, develop leads and

witnesses, identify offenders and networks, identify and track organize criminal organizations, inform prosecutors and other agencies, develop sources of information from victims, informants and community members . These methods will result in recovered motor vehicles, arrest of actors, and clearance of active cases.

Identify vehicles:

Specialized trained auto theft investigators will use contacts and databases through the National Insurance Crime Bureau to identify vehicles which have been altered and unidentifiable. This collaborative effort will help in title transactions, motor vehicle crime prosecution, and recovery of stolen vehicles where criminals have worked to remove, conceal or change the vehicles identity.

Communicate and collaborate across jurisdictions:

Galveston County Auto Crimes Task Force perform investigations across local, state, jurisdictions. Investigators collaborate with local, state, federal law enforcement agencies, vehicle manufactures, industry professionals, and TxDPS crime information centers. If crime patterns or suspects are identified the information is shared through intelligence briefings. Communication and Collaboration through the International Association of Auto Theft Investigators and Texas Association of vehicle theft Investigators, and Auto Burglary Theft prevention Authority has improved the effectiveness of the Task Forces to identify new trends by criminal enterprises.

Identify prolific offenders:

Prolific offenders are identified through analyzing data and offense reports, witness statements and intelligence briefings. Once identified it is found that prolific offenders commit a large proportion of thefts or burglaries of motor vehicles. Through collaboration with other agencies it can reduce thefts and burglaries of motor vehicles.

Technology:

Advancement in technology for bait vehicles, trailers, computer systems, and GPS trackers have giving the edge to law enforcement with this specialized surveillance equipment. These systems have increase the clearance rate of cases, recoveries of vehicles, and arrest of actors.

Port Enforcement:

Port inspections are crucial part of reducing auto theft from crossing international borders. Vehicles are transported to the international sea ports to be exported by Criminals organizations. These vehicles can be stolen containing U.S. Currency, weapons, and narcotics. Coordination and collaboration with Customs and U.S. Coast Guard have reduce the impact such crimes by stopping the export of such items.

Public awareness and crime prevention

Educational and informational classes are put on throughout the year to educate the consumers on auto theft and motor vehicle burglary prevention.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Mandatory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered	<i>Mandatory. Reporting for Task Force Only</i>
1.1.16	Increase the clearance rate of motor vehicle thefts	Report the number of motor vehicle theft cases cleared	<i>Mandatory. Reporting for Task Force Only</i>
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft	<i>Mandatory. Reporting for Task Force Only</i>
Mandatory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of burglary cases cleared	<i>Mandatory Reporting for Task Force Only</i>
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary	<i>Mandatory. Reporting for Task Force Only</i>
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of groups identified	6

ID	Activity	Measure	Target
1.1.2	Identify and document/record prolific motor vehicle theft offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	13
1.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3 for number of vehicles inspected in these businesses)	Number of businesses inspected	0
1.1.6	Conduct bait vehicle operations that target motor vehicle theft offenders	Number of bait vehicle deployments	30
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed	60
1.1.9	Respond to license plate reader (LPR) alert notifications	Number of times investigators responded to LPR alert notifications	100
1.1.12	Conduct covert operations targeting motor vehicle theft offenders	Number of covert operations	12
1.1.13	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle thefts, vehicle burglaries and the theft of vehicle parts	Number of operations	2
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists	Number of agency assists	1000
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	350

ID	Activity	Measure	Target
1.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of motor vehicle thefts	Number of times collaborated with coverage area agencies or other law enforcement agencies	500
1.2.4	Collaborate on investigations regarding stolen parts and other property	Number of cases investigated	
1.2.5	Conduct intelligence information-sharing	Number of intelligence meetings attended	50
1.2.6	Conduct intelligence information-sharing	Crime analysis bulletins disseminated	15
1.3	Strategy 3: Prevent and Reduce the Incidence of Motor Vehicle Related Fraud Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud	Number of collaborations	100
1.3.2	Conduct 68(A) inspections (for TxDMV assignment or reassignment of VIN)	Number of vehicles inspected to complete a serialized 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	150
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected	990
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations related to MVT	50

1.3.5 Persons arrested for Insurance Fraud

1.3.6 Persons arrested for Title Fraud

1.3.7 Persons arrested for Registration Fraud

1.3.8 Persons arrested for Plate Fraud

1.3.9 Persons arrested for Salvage or Dealer fraud

1.3.10 Persons arrested for Odometer Fraud

2 Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies

2.1

ID	Activity	Measure	Target
Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories			
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	20
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	4
2.1.3	Collaborate with the District Attorneys' offices regarding sentencing, case packets or addressing repeat offenders	Report the total number of cases where LEOs collaborated with prosecutors	
2.1.4	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected (see Goal 5 for number and value of parts recovered)	20
2.1.5	Conduct warrant "round-up" operations targeting auto crimes offenders, including those wanted for motor vehicle	Number of "round up" operations	
thefts, vehicle burglaries and the theft of vehicle parts			
2.1.7	BMV related cases presented to prosecutor	Report the total number of BMV related cases presented to prosecutor(s) where there was an incidence of theft from motor vehicles (includes criminal complaints for BMV, Theft, theft of parts or other cases directly tied to ABTPA statute of motor vehicle burglary and economic motor vehicle theft as defined in ABTPA statute)	10
2.2 Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle			
2.2.1	Provide Agency Assists	Number of agency assists	150
2.2.2			70

ID	Activity	Measure	Target
	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) where a motor vehicle was used in the commission of the crime (includes identification of vehicle).	Number of times collaborated within departments or SOs participating in taskforce	
2.2.3	Collaborate with LE agencies and other organizations that assist in the reduction of thefts from a motor vehicle	Number of times collaborated with coverage area agencies or other law enforcement agencies.	120
2.2.4	Investigate cases regarding stolen parts and other property	Number of cases investigated	
3 Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories			
3.1 Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens			
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	12
3.1.2	Conduct educational presentations to citizens	Number of presentations	10
3.1.4	Conduct vehicle identification number (VIN) etchings	Number of etching events	0
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased	0
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	0
3.1.7	Utilize social media outlets (FaceBook, Twitter, Instagram, etc.)	Number of postings in social media outlets	6
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	0
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	0
3.2 Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property			
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes	2

ID	Activity	Measure	Target
3.2.2	Conduct law enforcement training (TCOLE)	Number of participants	50
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes	6
3.2.4	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of participants	10

Grant Evaluation

- 4.1 Describe the method and practice of evaluating the program activities. Including management and staff participation and systems (forms and software) used to ensure reliable and accurate data is collected and reported.

Investigators will be required to submit daily activity reports and monthly summaries which will be used to evaluate our goals, strategies, and activities. These results will be instrumental, along with crime analysis to implement and target operations effectively toward an overall goal of reducing auto theft and auto burglaries/parts. The mandated statutory requirements are documented in this process to evaluate burglary of motor vehicles/parts and theft of motor vehicles.

An overall monthly report will be compiled and sent to the Sheriff to be available to the commissioners' court. and reported to This will be provided to ABTPA on a quarterly basis.

We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. We will continue to use this method to instantly evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas.

We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft and burglary problems in our area. The data collected will be evaluated so criminal activity can be targeted so we can be more effective in crime reduction. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

- 4.2 Provide suggested measures that you think would better reflect the law enforcement or prevention work that your grant will perform. If the suggested measure fits into one of the goals 1-3 in the goals list above please indicate. If the suggested measure is a new kind of goal please suggest what best fits your measure.

Our analyst is called upon by officers and investigators with other agencies on a regular basis. As one of, if not the last auto theft analyst in the state, she is many times a last resort left to help identify vehicles, trailers, equipment, ATVs, boats and component parts. Although the assists provided do not directly affect the burglary and theft rates, they do sometimes help with the recovery rates and returning stolen property to rightful owners. Assists leading to recoveries is tracked through quarterly progress reports in the narrative sections. Other data being tracked pertains to the types of assistance calls received; for what kinds of agencies; and whether they are ABTPA funded. However a more targeted reporting method may be considered if more analysts become available with more funding, or if the data could prove useful to ABTPA administration.

Current Documents in folder

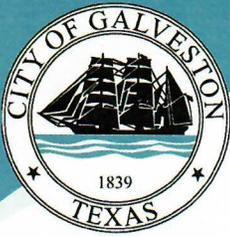
[Resolution.pdf](#) (5/18/2020 4:12:47 PM)

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will ~~comply with all applicable state and federal laws, rules and regulations in the application,~~ acceptance, administration and operation of this grant.



City of Galveston

CAPITAL PROJECTS STAFF REPORT

September 9, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a contract with Metro City, LLC for a project to construct a plaza west of City Hall (RFP#20-21) in the amount of \$500,000.00 and approval of a total project cost of \$500,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City contracted with BRW Architects to design a plaza west of City Hall on the site where the Public Safety Building was demolished.
- B. A project to construct a plaza west of City Hall was advertised as RFP#20-21.
- C. None (9) proposals were submitted for that RFP. 2 were considered non-responsive.
- D. Seven (7) responsive proposals were evaluated based upon the published criteria September 8, 2020.
- E. Five (5) of the proposals were within 5% of each other. The proposer's references were checked. None of the lowest cost proposals received negative references.

II. Current Situation

- A. Metro City, LLC provided the highest scoring proposal with a proposed cost of \$598,691.00 which was above the project anticipated costs. Negotiations and value engineering between the City and Metro City, LLC identified potential cost reductions associated with means and methods and items that could be removed from the scope to allow the project to meet budget. The current best and final offer is \$500,000.00
- B. BRW Architects has recommended acceptance of the best and final offer from Metro City, LLC for this project.

III. Impact or ramifications:

The project must proceed and be substantially complete by December 31, 2020 to comply with the terms of the grant funding the project. The anticipated time for construction is 90 to 120 days. This project will significantly improve the aesthetic and function of the area west of City Hall.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve contract with Metro City, LLC for a project to construct a plaza west of City Hall (RFP#20-21) in the amount of \$500,000.00 and approval of a total project cost of \$500,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
- B. Do not approve the request.

V. Recommendation

- A. Approve contract with Metro City, LLC for a project to construct a plaza west of City Hall (RFP#20-21) in the amount of \$500,000.00 and approval of a total project cost of \$500,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source: Moody Grant

Construction Cost	\$	499,691.00
<u>Contingency</u>	\$	<u>309.00</u>
Total Cost of Implementation	\$	500,000.00

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager



September 9, 2020

Susan Serrano, CTPM, CTCM,
Purchasing Supervisor
City of Galveston
PO Box 779
Galveston, TX. 77553

RE: Value Engineered Price Changes

Dear Susan:

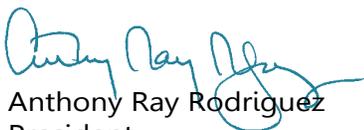
Below are the changes in prices for changes in the scope of work, resulting in total project cost of \$499,691.00.

Item	Deduct	Description
1	(\$61,000.00)	delete 9' x 25' canopy in center of east wall (retain canopy over back door)
1A	(\$3,000.00)	delete light fixtures for above item 1
2	(\$5,300.00)	Provide San Augustine grass instead of Paspalum
3	(\$1,200.00)	delete Salvia and Lantana in Plaza interior as per revised L1.2 and install grass
4	(\$8,000.00)	Provide 100 90 gallon trees instead of 200 gallon****(90 gallon are a typical size)
5	(\$5,500.00)	Provide 8" soil mixture instead of 12" soli mixture
6	(\$2,500.00)	delete compass point scoring at statue base
7	(\$8,500.00)	reduce size of City seal from 20 fot diameter to 15 foot diameter
8	\$0.00	provide bamboo instead of Italian Cypress
9	(\$1,200.00)	Provide burnished CMU instead of concrete at planters
10	(\$2,800.00)	Change design of drainage chutes to PVC from concrete

Total Estimate for Project \$499,691.00

Please let me know if you have any additional information.

Best Regards,



Anthony Ray Rodriguez
President
(281) 648-3323



City of Galveston

CAPITAL PROJECTS STAFF REPORT

September 9, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a contract with RAC Industries, LLC for a project to rebuild and improve 35th Street from Post Office to Broadway (RFP#20-14) in the amount of \$3,039,528.80 and approval of a total project cost of \$3,117,457.80. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City accepted a proposal from Dannenbaum Engineering Corporation December 14, 2017 to rebuild 35th Street from Broadway to Post Office including new street surface, utility upgrades, and drainage upgrades.
- B. The 35th Street Improvement project was advertised as RFP #20-14.
- C. Eight (8) responsive proposals were received on May 13, 2020.

II. Current Situation

- A. RAC Industries, LLC provided the highest scoring proposal with a proposed cost of \$2,679,468.00 which was within the project anticipated costs. Negotiations and value engineering between the City and RAC Industries, LLC confirmed the proposed base cost as reasonable. The resultant best and final offer is \$3,039,528.80, including a 10% contingency, which is less than the anticipated cost of construction for this project.
- B. Dannenbaum Engineering Corporation is the Engineer of Record and has recommended acceptance of the best and final offer from RAC Industries, LLC for this project.

III. Impact or ramifications:

The project is necessary to provide more efficient drainage in the project area and improve delivery of utility services to the area of the City.

IV. Alternatives in order of priority





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- A. Approve a contract with RAC Industries, LLC for the 35th Street Improvement project in the amount of \$3,039,528.80 and approval of a total project cost of \$3,117,457.80. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
- B. Do not approve the request.

V. Recommendation

- A. Approve a contract with RAC Industries, LLC for the 35th Street Improvement project in the amount of \$3,039,528.80 and approval of a total project cost of \$3,117,457.80. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

VI. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	GO and CO Bonds
Construction Cost	\$ 3,039,528.80
Construction Administration	\$ 45,000.00
Material Testing & design	\$ 32,929.00
Total Cost of Implementation	\$ 3,117,457.80

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager



DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

**ENGINEERING
EXCELLENCE
SINCE
1945**

September 8, 2020

Dudley Anderson
City of Galveston
823 Rosenberg Street
P.O. Box 779
Galveston, Texas 77553

**RE: Letter of Recommendation
City of Galveston
RFP #: 20-14
35th Street Roadway, Storm Sewer & Utility Improvements**

Dear Mr. Anderson:

At 2:00 P.M. on Wednesday, May 13th, 2020, proposals were submitted on the above referenced project to the City of Galveston Purchasing Division. Eight (8) proposals, from Angel Brothers Enterprises, Ltd., DL Glover, Inc., Fused Industries, LLC., Main Lane Industries, Ltd., Metro City, LLC., RAC Industries, LLC., T-Construction, LLC., and Triple B Service, LLP., were received and all were considered responsive proposers, providing all documentation duly completed as required in the Request for Proposals.

The proposals were reviewed, evaluated and scored based on the five (5) evaluation factors, which were; cost, past performance on similar projects, overall experience of project management, proposed schedule/timeline, and references provided. Based on those categories the City of Galveston Evaluation Committee scored RAC Industries, LLC. the highest.

The City of Galveston negotiated with RAC Industries, LLC. to provide a Best and Final Offer, that resulted in an offer in the amount of \$3,039,528.80. Please find the attached Best and Final Offer submitted by RAC Industries, LLC. Dannenbaum Engineering Corporation recommends that the project be awarded to RAC Industries, LLC., based on their Total Lump Sum Base Bid of \$3,039,528.80.

If you have any questions, please do not hesitate to contact me at amy.dziuk@dannenbaum.com or 713-527-6328.

Sincerely,



Amy E. Dziuk, P.E.
Associate – Hydrology & Hydraulics Division

Attachments: RAC Industries, LLC. Best and Final Offer

BID FORM

Summary of Estimate	
Stage:	100%
Base Bid Total Amount:	

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
SECTION 1 - DEMOLITION QUANTITIES						
1	02105, 01526, 01563, 01566	SITE PREPARATION & RESTORATION, INCLUDING CARE AND CONTROL OF WATER	LS	1	\$132,100	\$132,100
2	02225, 02076, 01564	REMOVE & DISPOSE OF ROADWAY CONC PAVEMENT, BASE COURSES AND ASPH PVMT (0-16")	SY	13,842	\$3.40	\$47,062.80
3	02225, 02076, 01564	REMOVE & DISPOSE OF ROADWAY CONC PAVEMENT	SY	6,419	\$3.40	\$21,824.60
4	02076, 02227, 02229, 01564	REMOVE & DISPOSE OF WATERLINE (ALL SIZES)	LF	1,617	\$18	\$29,106
5	02227, 01564	REMOVE & DISPOSE OF INLETS (ALL TYPES)	EA	8	\$230	\$1,840
6	02076, 01564	REMOVE & DISPOSE OF STORM PIPE (ALL SIZES)	LF	372	\$23	\$8,556
7	02076, 01564	REMOVE & DISPOSE STM MANHOLE (FULL DEPTH)	EA	3	\$230	\$690
8	02076, 01564	REMOVE & DISPOSE SANITARY MANHOLE (FULL DEPTH)	EA	11	\$230	\$2,530
9	02076, 01564	REMOVE & DISPOSE OF CONC CURB GUTTER	LF	82	\$8	\$656
10	02076, 01564	REMOVE & DISPOSE OF CONC SIDEWALK	SY	21	\$30	\$630
11	02076, 01564	REMOVE & DISPOSE OF CONC BRIDGE BLOCKS	LF	106	\$42	\$4,452
SUBTOTAL SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 11):						\$249,447.40
SECTION 2 - ROADWAY						
12	02242, 02510	3% LIME & 9% FLY ASH STAB SUBGRADE (6")	SY	20,261	\$5	\$101,305
13	02242, 02510	LIME MATERIAL	TON	150	\$190	\$28,500
14	02242, 02510	FLYASH MATERIAL	TON	451	\$190	\$85,690
15	02234, 02231	STAB CRUSHED CONC OR LIMESTONE BASE (8")	SY	17,188	\$12	\$206,256
16	02510, 02225	HOT-MIX ASPHALT (HMA) BASE (4")	TON	985	\$120	\$118,200

BID FORM

Summary of Estimate	
Stage:	100%
Base Bid Total Amount:	

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
17	02228, 02570, 02571, 02581, 02511, 02512	HOT-MIX ASPHALT (HMA) SURFACE (2")	TON	2,229	\$110	\$245,190
18	02582	THERMOPLASTIC PAVEMENT MARKING (6 INCH) WHITE (SLD)	LF	1,494	\$1.3	\$1,942.2
19	02582	THERMOPLASTIC PAVEMENT MARKING (6 INCH) WHITE (BRK) GUIDE	LF	664	\$1.3	\$ 863.20
20	02582	THERMOPLASTIC PAVEMENT MARKING (12 INCH) WHITE (SLD)	LF	1,431	\$3	\$4,293
21	02582	THERMOPLASTIC PAVEMENT MARKING (24 INCH) WHITE (SLD)	LF	224	\$8	\$1,792
22	02582	THERMOPLASTIC PAVEMENT MARKING (4 INCH) YELLOW (SLD)	LF	1,062	\$1	\$1,062
23	02582	THERMOPLASTIC PAVEMENT MARKING (4 INCH) YELLOW (BRK)	LF	584	\$1	\$584
24	02582	THERMOPLASTIC PAVEMENT MARKING SYMBOL ARROW & BICYCLE	EA	4	\$330	\$1,320
25	02532, 02523	CURB, CURB AND GUTTER MONOLITHIC	LF	82	\$41	\$3,362
26	02530, 02523	CONCRETE SIDEWALK	SY	23	\$63	\$1,449
27	02530, 02525	WHEEL CHAIR RAMPS AND SIDEWALKS, COMPLETE IN PLACE	SY	7	\$81	\$567
28	01570, 02582	BICYCLE LANE SIGN	EA	4	\$330	\$1,320
29	02238	TEMPORARY ASPHALT PAVEMENT FOR TCP	SY	2,500	\$18	\$45,000
SUBTOTAL SECTION 2 - ROADWAY (Bid Items 12 - 29):						\$848,695.40
SECTION 3 - UTILITIES						
30	02620, 02675	8" WATERLINE (PIPE BURSTING), PVC C900 DR18	LF	1,237	\$82	\$101,434
31	02610, 02620, 02226, 02664, 02675, 02676	8" WATERLINE BY OPEN CUT, PVC C900 DR18	LF	1,617	\$78	\$126,126
33	02665	6" WATER SERVICE LEAD FOR FIRE SERVICE LINE (SHORT SIDE) (INSTALLATION & LOCATION AS DIRECTED BY OWNER)	EA	10	\$800	\$8,000
34	02665, 02675, 02676	2" WATER SERVICE LINES	EA	69	\$1,200	\$82,800

BID FORM

Summary of Estimate	
Stage:	100%
Base Bid Total Amount:	

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
35	02667	WET CONNECTION	EA	9	\$1,400	\$12,600
36	02640	6" GATE VALVE (INSTALLATION & LOCATION AS DIRECTED BY OWNER)	EA	10	\$850	\$8,500
37	02640	8" GATE VALVE	EA	12	\$950	\$11,400
38	N/A	8" WATER LINE STOP (INSTALLATION & LOCATION AS DIRECTED BY OWNER)	EA	2	\$5,000	\$10,000
39	02260	TRENCH SHORING SYSTEM, ALL SOIL TYPES, ALL DEPTHS OVER 5 FEET TO 20 FEET	LF	1,617	\$2.10	\$3,395.70
SUBTOTAL SECTION 3 - UTILITIES (Bid Items 30 - 39):						\$364,255.7
SECTION 4 - SANITARY						
40	02619, 02768, 02730, 02732, 02733	8" SANITARY SEWER LINE (PIPE BURSTING)	LF	387	\$63	\$24,381
41	02619, 02768, 02730, 02732, 02733	10" SANITARY SEWER LINE (PIPE BURSTING)	LF	1,471	\$68	\$100,028
42	02619, 02768, 02730, 02732, 02733	12" SANITARY SEWER LINE (PIPE BURSTING)	LF	700	\$120	\$84,000
43	02768, 02730, 02732	16" OD X 0.375" WALL SPLIT STEEL CASING PIPE	LF	36	\$210	\$7,560
44	02601, 02630	STORM SEWER CONFLICT BOX (W/SANITARY)	EA	3	\$1,300	\$3,900
45	02601, 02630	SANITARY SEWER MANHOLES	EA	11	\$2,800	\$30,800
46	02762	SANITARY SEWER SERVICE LINES	EA	104	\$1,200	\$124,800
SUBTOTAL SECTION 4 - SANITARY (Bid Items 40 - 46):						\$375,469
SECTION 5 - DRAINAGE						
47	02226, 02228, 02720	STRUCT EXCAV (BOX)	CY	2,016	\$13	\$26,208
48	02226, 02228, 02720	STRUCT EXCAV (PIPE)	CY	487	\$13	\$6,331
49	02228	CEM STABIL BKFL	CY	1,004	\$40	\$40,160

BID FORM

Summary of Estimate	
Stage:	100%
Base Bid Total Amount:	

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
50	02617, 02720	6'x2' REINFORCED CONCRETE BOX CULVERT	LF	1,068	\$340	\$363,120
51	02615, 02720	24" REINFORCED CONCRETE PIPE (CL III)	LF	552	\$50	\$27,600
52	02601, 02603	TYPE "C" MANHOLE	EA	13	\$6,600	\$85,800
53	02606	INLETS TYPE BB	EA	20	\$2,300	\$46,000
54	02226, 02619	TEMP 12" HDPE	LF	23	\$35	\$805
55	02226, 02606	TEMP RCB REDUCER/STOPPER COMPL W/ SEAL	EA	1	\$2,200	\$2,200
56	02226, 02601	TEMP MANHOLE FOR 42" DIA AND SMALLER	EA	1	\$2,400	\$2,400
57	01526	TRENCH SHORING SYSTEM, ALL SOIL TYPES, ALL DEPTHS OVER 5 FEET TO 20 FEET	LF	1,486	\$4.60	%6835.60
58	02733	STORM DRAIN TELEVISION INSPECTION ALL SIZES	LF	3,000	\$3	\$9,000
SUBTOTAL SECTION 5 - DRAINAGE (Bid Items 47 - 58):						\$616,459.60
SECTION 6 - STORM WATER POLLUTION PREVENTION						
59	02935	TURF ESTABLISHMENT - SOD	SY	17	\$25	\$425
60	01563	SWPPP INSPECTION AND MAINTENANCE	EA	1	\$7,500	\$7,500
61	01580	PROJECT SIGN WITH SW3P	EA	2	\$880	\$1,760
62	01563, 01566, 01568	INLET PROTECTION (BIODEG EROSN CONT LOGS)	LF	34	\$25	\$850
SUBTOTAL SECTION 6 - STORM WATER POLLUTION PREVENTION (Bid Items 59 - 62):						\$10,535
SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS						
63	01570	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$118,500	\$118,500
64	01570	LOW PROFILE CONCRETE BARRIER (TYI & TYII)	LF	1,122	\$38	\$42,636

BID FORM

Summary of Estimate	
Stage:	100%
Base Bid Total Amount:	

BID ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
65	01505	MOBILIZATION (5%)	LS	1	133,969.90	\$133,969.90
66	01020	CONTINGENCY ALLOWANCE (10% OF BASE BID)	LS	1	279,560.80	279,560.80
SUBTOTAL SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS (Bid Items 63 - 66):						\$574,666.70

** NOTE ALL UNIT PRICES ARE FOR WORK TO BE COMPLETED AND IN PLACE **

SUMMATION BASE BID ITEMS:	
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SECTION 1 - DEMOLITION QUANTITIES (Bid Items 1 - 11):	\$249,447.40
SECTION 2 - ROADWAY (Bid Items 12 - 29):	\$848,695.40
SECTION 3 - UTILITIES (Bid Items 30 - 39):	\$364,255.70
SECTION 4 - SANITARY (Bid Items 40 - 46):	\$375,469.00
SECTION 5 - DRAINAGE (Bid Items 47 - 58):	\$616,459.60
SECTION 6 - STORM WATER POLLUTION PREVENTION (Bid Items 59 - 62):	\$10,535
SECTION 7 - TRAFFIC CONTROL AND MISCELLANEOUS (Bid Items 63 - 66):	\$574,666.70
TOTAL BASE BID (Sections 1 through 7)	\$3,039,528.80

COMPANY NAME (PRINTED): RAC Industries, LLC

NAME OF SIGNATORY (PRINTED): Ted Labuzan

SIGNATURE: *Ted Labuzan*

DATE: 09/03/2020



City of Galveston

CAPITAL PROJECTS STAFF REPORT

September 9, 2020

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

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of a contract with RAC Industries, LLC for the Church Street Drainage Improvements (RFP#20-17) in the amount of \$1,650,997.04 and approval of a total project cost of \$1,690,964.04. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City of Galveston accepted a proposal from Zarinkelk Engineering Services December 14, 2017 to design improvements to the drainage system along Church Street from 33rd Street to 37th Street and then north to the outfall in Port.
- B. The Church Street Drainage project was advertised as RFP #20-17.
- C. Four (4) responsive proposals were received on June 24, 2020 and RAC Industries, LLC was evaluated as the best proposal.

II. Current Situation

- A. RAC Industries, LLC provided the highest scoring proposal with a proposed a cost of \$1,612,344.40 which was within the project anticipated costs. Negotiations and value engineering between the City and RAC Industries, LLC confirmed the proposed base cost as reasonable. The resultant best and final offer is \$1,650,997.04, including a 10% contingency, which is less than the anticipated cost of construction for this project.
- B. Zarinkelk Engineering Services is the Engineer of Record and has recommended acceptance of the best and final offer from RAC Industries, LLC for this project.

III. Impact or ramifications:

The project is necessary to provide more efficient drainage in the project area and improve delivery of utility services to the area of the City.

IV. Alternatives in order of priority





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- A. Approve a contract with RAC Industries, LLC for the Church Street Drainage project in the amount of \$1,650,997.04 and approval of a total project cost of \$1,690,964.04. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
- B. Do not approve the request.

V. Recommendation

- A. Approve a contract with RAC Industries, LLC for the Church Street Drainage project in the amount of \$1,650,997.04 and approval of a total project cost of \$1,690,964.04. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source: GO and CO Bonds

Construction Cost	\$ 1,650,997.04
Construction Administration	\$ 25,000.00
Material Testing	\$ 14,967.00
Total Cost of Implementation	\$ 1,690,964.04

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





617 Caroline St.
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445
www.zarinkelk.com

September 4, 2020

Mr. Dudley Anderson
Project Manager
City of Galveston
823 25th Street, Suite 402
Galveston, Texas 77550

Attn: Ms. Trina Jankowski
Construction Project Manager

RE: Church Street Drainage Improvements Letter of Recommendation

Dear Mr. Anderson:

On June 24, 2020, the City received five proposals for their Church Street Drainage Improvements project. There were four proposals received and one of the proposals was deemed non-responsive. The project includes 1,730 feet of storm drain system in Church Street from 33rd to 37th. Also included in the project will be leads and inlets at appropriate spacing; pavement overlay; sub base repair where needed; water line replacement within the pavement area; and an outfall structure at the Galveston Ship Channel. All submittals were evaluated according to the City of Galveston Evaluation Matrix and ranked according to the resulting score. The highest score was granted to RAC Industries, LLC. The best and final offer of \$1,650,997.04, including a 10% contingency was negotiated. All required documents were included.

It is our recommendation to award the contract to RAC Industries, LLC for this project.

If you have any questions, please do not hesitate to contact me at 832-242-2426. For additional information you may contact Michael Bagstad directly at the same number.

Sincerely,

A handwritten signature in blue ink that reads "Giti Zarinkelk". The signature is fluid and cursive, with the first name "Giti" and last name "Zarinkelk" clearly legible.

Giti Zarinkelk, P.E., F.SAME

Church Street Drainage Improvements along Church Street from 33rd to 37th BID FORM

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
SITE						
1	01505	Mobilization	1	EA	\$ <u>136,000</u>	\$ <u>136,000</u>
2	01570	Implement Traffic Control	1	EA	\$ <u>50,300</u>	\$ <u>50,300</u>
3	01570	Install concrete low profile traffic barrier	350	LF	\$ <u>30</u>	\$ <u>10,500</u>
4	01570	Relocate concrete low profile traffic barrier	1150	LF	\$ <u>22</u>	\$ <u>25,300</u>
5	01570	Remove concrete low profile traffic barrier	350	LF	\$ <u>22</u>	\$ <u>7,700</u>
6	01563	Dewatering	2499	LF	\$ <u>21</u>	\$ <u>52,479</u>
7	01535	Tree Protection	8	EA	\$ <u>250</u>	\$ <u>2,000</u>
8	02953	Tree Planting up to 4"	20	EA	\$ <u>450</u>	\$ <u>9,000</u>
9	01565	Inlet Protection Barriers, Ph I & Ph II	32	EA	\$ <u>130</u>	\$ <u>4,160</u>
10	01020	10% Contingency (Base Bid)	1	LS	\$ <u>117,026.64</u>	\$ <u>117,026.64</u>

TOTAL AMOUNT SITE BID ITEMS

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414,465.64

(Items 1 thru 10)

Submitter (initials): TL

**Church Street Drainage Improvements along Church Street from 33rd to 37th
 BID FORM**

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
STORM SEWER SYSTEM						
11	02076	Remove and Dispose of Manholes and Inlets	11	EA	\$ <u>250</u>	\$ <u>2,750</u>
12	02076	Remove and Dispose storm drain all sizes	1575	LF	\$ <u>33</u>	\$ <u>51,975</u>
13	02615	24-inch diameter storm sewer by open cut	275	LF	\$ <u>71</u>	\$ <u>19,525</u>
14	02617	2x6 RCB storm sewer by open cut	725	LF	\$ <u>330</u>	\$ <u>239,250</u>
15	02617	2x4 RCB storm sewer by open cut	730	LF	\$ <u>200</u>	\$ <u>146,000</u>
16	02606	Type B-B Inlet	11	EA	\$ <u>2,900</u>	\$ <u>31,900</u>
17	02606	Type A Inlet	2	EA	\$ <u>1,800</u>	\$ <u>3,600</u>
18	02600	Prop STM MH	9	EA	\$ <u>7,000</u>	\$ <u>63,000</u>
19	02600	Adjust Manhole to Grade	11	EA	\$ <u>480</u>	\$ <u>5,280</u>
20	01526	Trench Safety	1575	LF	\$ <u>2.30</u>	\$ <u>3,622.50</u>
21	02733	Post Construction Television Inspection smaller than 30" Sewer on Church Street, All Depths	167	LF	\$ <u>2</u>	\$ <u>334</u>
22	02733	Post Construction Television Inspection Box Culverts Sewer on Church Street, All Depths and Sizes	1455	LF	\$ <u>2</u>	\$ <u>2,910</u>

TOTAL AMOUNT STORM SEWER SYSTEM BID ITEMS

570,146.50

(Items 11 thru 22)

Submitter (initials): TL

**Church Street Drainage Improvements along Church Street from 33rd to 37th
 BID FORM**

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
PAVING & SURFACE ITEMS						
23	02076	Mill and Remove 2-inch existing AC	5930	SY	\$ <u>1.80</u>	\$ <u>10,674</u>
24	02076	Remove concrete base where required	1483	SY	\$ <u>15</u>	\$ <u>22,245</u>
25	02510	2-inch Type D HMAC	5930	SY	\$ <u>14</u>	\$ <u>83,020</u>
26	02233	Subgrade preparation where needed	1483	SY	\$ <u>4.90</u>	\$ <u>7,266.70</u>
27	02233	Concrete base where needed	1483	SY	\$ <u>19</u>	\$ <u>28,177</u>
28	02238	Temporary Asphalt Pavement for TCP	772	SY	\$ <u>18</u>	\$ <u>13,896</u>
29	02530	ADA Parallel Curb Ramps	1	EA	\$ <u>2,000</u>	\$ <u>2,000</u>
30	02530	ADA Parallel Shared Curb Ramps	2	EA	\$ <u>3,000</u>	\$ <u>6,000</u>
31	02530	Repair Existing/Install New Curb	955	LF	\$ <u>30</u>	\$ <u>28,650</u>
32	02582	4" (Y)(SLD)(DBL) Pavement Marking	43	LF	\$ <u>2</u>	\$ <u>86</u>
33	02582	12" (W)(SLD) REFL Pavement Marking	340	LF	\$ <u>2.80</u>	\$ <u>952</u>
34	02582	24" (W)(SLD) REFL Pavement Marking	699	LF	\$ <u>5.80</u>	\$ <u>4,054.20</u>

Submitter (initials): *TZ*

Church Street Drainage Improvements along Church Street from 33rd to 37th BID FORM

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
WATER						
39	02664	Replace 6" Water Lines (Domestic and/or Fire Hydrant)	50	LF	\$ <u>65</u>	\$ <u>3,250</u>
40	02665	6" Water Service Lead for Fire Service Line (Short Side)	4	EA	\$ <u>600</u>	\$ <u>2,400</u>
41	02665	6" Water Service Lead for Fire Service Line (Long Side)	2	EA	\$ <u>950</u>	\$ <u>1,900</u>
42	02664	Replace 8" Water Lines (Domestic and/or Fire Hydrant)	50	LF	\$ <u>67</u>	\$ <u>3,350</u>
43	02664	10" Water Lines	690	LF	\$ <u>58</u>	\$ <u>40,020</u>
44	02667	Wet Connection 6"	4	EA	\$ <u>3,200</u>	\$ <u>12,800</u>
45	02669	Cut & Plug 6"	4	EA	\$ <u>1,600</u>	\$ <u>6,400</u>
46	02667	Wet Connection 8"	3	EA	\$ <u>3,300</u>	\$ <u>9,900</u>
47	02669	Cut & Plug 8"	3	EA	\$ <u>1,000</u>	\$ <u>3,000</u>
48	N/A	8" Water Line Stop	2	EA	\$ <u>5,400</u>	\$ <u>10,800</u>
49	02664	Install 8" Gate Valve and Adjust to Grade	10	EA	\$ <u>150</u>	\$ <u>1,500</u>

TOTAL AMOUNT WATER BID ITEMS

95,320

(Items 39 thru 49)

Submitter (initials):

TL

Church Street Drainage Improvements along Church Street from 33rd to 37th BID FORM

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
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ALTERNATE BID ITEMS						
50	15101	72" Rodney Hunt Sluice Gate Series A-101 or Equal	1	EA	\$ <u>39,900</u>	\$ <u>39,900</u>
51	02617	4.4x6 RCB storm sewer by open cut	10	LF	\$ <u>560</u>	\$ <u>5,600</u>
52	02617	5.4x6 RCB storm sewer by open cut	14	LF	\$ <u>560</u>	\$ <u>7,840</u>
53	Plans Sheet 13	Remove and Replace Deck (Match Existing)	26	SY	\$ <u>500</u>	\$ <u>13,000</u>
54	02605	Concrete Headwall	200	SF	\$ <u>150</u>	\$ <u>30,000</u>
55	03411	Sheet Pile Wall	2400	SF	\$ <u>60</u>	\$ <u>144,000</u>
56	02733	Storm Drain Cleaning and Television Inspection on 37th Street (Church and 37th to Ship Channel Outfall @ Bay and upstream of 37th & Church Intersection)	3010	LF	\$ <u>30</u>	\$ <u>90,300</u>
57	01020	10% Contingency (Alternate)	1	LS	\$ <u>33,064</u>	\$ <u>33,064</u>

TOTAL AMOUNT ALTERNATE BID ITEMS

363,704

(Items 51 thru 57)

Submitter (initials): TZ

Church Street Drainage Improvements along Church Street from 33rd to 37th

BID FORM

ITEM NO.	SPEC NO.	DESCRIPTION	APPROX. QTY.	UNITS	UNIT PRICE	TOTAL AMOUNT
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SUMMATION BASE BID ITEMS

TOTAL AMOUNT SITE BID ITEMS 414,465.64
(Items 1 thru 10)

TOTAL AMOUNT STORM SEWER SYSTEM BID ITEMS 570,146.50
(Items 11 thru 22)

TOTAL AMOUNT PAVING AND SURFACE BID ITEMS 207,360.90
(Items 23 thru 38)

TOTAL AMOUNT WATER BID ITEMS 95,320
(Items 39 thru 49)

TOTAL AMOUNT BASE BID ITEMS 1,287,293.04
(Items 1 thru 49)

TOTAL AMOUNT ALTERNATE BID ITEMS 363,704
(Items 50 thru 57)

TOTAL AMOUNT BASE BID PLUS ALTERNATE ITEMS 1,650,997.04
(Items 1 thru 57)

Company Name (Printed): RAC Industries, LLC

Name of Signatory (Printed): Ted Labuzan

Signature: *Ted Labuzan*

Date: 08/18/2020

Submitter (initials): TL



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Robert L. Winiecke, PE, Director of Public Works
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

September 8, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, PE, Director of Public Works

Re: City Council to consider awarding the contract on the Mill and Overlay Annual Service Agreement (RFP 20-13) to Angel Brothers Enterprises, LTD for an amount not to exceed the Council approved Capital Improvement Plan budget. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

1. **Background:**

- A. The City of Galveston has hired pavement evaluation companies to evaluate the condition of the City's roadway system. Based upon the roadway evaluation, the roadway is given a Pavement Condition Index (PCI) score.
- B. The City of Galveston has implemented an annual mill and overlay program to improve condition of the City's roadway system. The roadways that the mill and overlay work were done have typically been roadways with low Pavement Condition Index (PCI) scores. Other roadways where mill and overlay work has been done have been roadways where utility work was done under the roadway.
- C. The City's Street Division has been responsible for the milling and paving of the various roadways with low PCI's scores or where utility work has been done.
- D. To assist the Street Division crews and increase the number of mill and overlay roadways, the City of Galveston requested proposals from paving contractors for mill and overlay work on City streets.
- E. The City will have an inspector for this project to inspect the paving contractor's work. The inspector will be paid out of funds allocated to the current budget with the activity code assigned to the mill and overlay work.

2. **Current Situation:**

- A. The City of Galveston advertised for an annual Request for Proposal (RFP) on the Mill and Overlay Annual Services Agreement. This Request for Proposal contract has approximately 54 bid items related to the mill and overlay related work.
- B. Sealed Request for the Mill and Overlay Annual Services Agreement (RFP 20-13) were opened on May 13, 2020 at 10:00 AM.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Robert L. Winiecke, PE, Director of Public Works
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

C. Angel Brothers Enterprises Ltd., AAA Asphalt Paving, Inc., Main Lane Industries, Ltd. and A-1 Construction Services submitted proposals to the City of Galveston. Bid tabulations were compared and scored by a 3-person scoring committee. The following was the average score for each contractor determined by the committee:

	Avg. Score
Angel Brothers Enterprises Ltd.	497
AAA Asphalt Paving, Inc.	448
Main Lane Industries, Ltd. and	398
A-1 Construction Services	377

Angel Brothers Enterprise Ltd. received the highest score from the committee.

3. **Term of Contract and Option to Extend:**

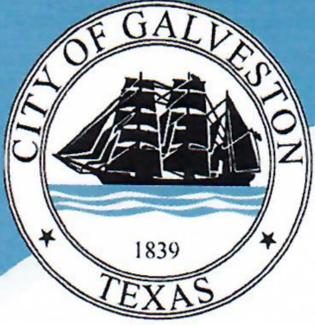
A. The proposed Mill and Overlay Annual Service Agreement shall be effective for a one (1) year period of time upon execution by the City of Galveston. The City anticipates that the contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- **Option Clause:** It is agreed that the City will have the option to extend the contract for up to (4) four additional one-year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is not available or if the contractor’s past performance is not within the industry standard.
- **Escalation Clause:** Should market conditions prevail which dictate an increase, there will be an escalation clause in the contract that the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement.

4. **Issues:**

- A. Cost: Not to exceed the City Council approved Capital Improvement Plan budget.
- B. Timing: Upon City Council Approval.
- C. Impact: Mill and overlay work on City roadways will increase.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Robert L. Winiecke, PE, Director of Public Works

rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

5. Recommendations:

A. City Council to approve awarding the Request for Proposal on the Mill and Overlay Annual Service Agreement (RFP 20-13) to Angel Brothers Enterprises, LTD. in an amount that is annually allocated for mill and roadway work.

B. Fiscal Impact Report:

Requested by: Robert L. Winiecke, PE, Director of Public Works

Funding Source: City Council approved Capital Improvement Plan budget for roadway mill and overlay work.

Cost: Amount allocated to City Council approved Capital Improvement Plan budget for mill and overlay work.

Respectfully Submitted,

Forwarded for Approval,

Robert L. Winiecke
Director of Public Works

Brandon Cook, Assistant City Manager
of Development and Municipal Services



Yellow highlighted cells indicate lowest price for the line item

OFFEROR		A-1 Construction	MAIN LANE	ANGEL BROTHERS	AAA ASPHALT
Item #	UNIT PRICING				
1	Remove Asphalt - Milling and Hauling per Square Yard	\$10,00 (MIN) \$.48/SY (\$10,000 SY+)	\$ 3.75	\$ 3.50	\$ 12.00
2	Remove & Dispose (Concrete Paving, including driveways) per Square Yard	\$ 25.00	\$ 30.00	\$ 17.40	\$ 35.00
3	Black Base 8" Remove old material Per Ton	\$ 300.00	\$ 190.00	\$ 153.50	\$ 125.00
4	Cement Stabilized Sand (Excavate & Remove and install new) Per Ton	\$ 197.00	\$ 85.00	\$ 80.00	\$ 75.00
1-1/2" Class D HMAc Roadway Surfacing Complete in Place Unit Price					
5a	100 TON	\$ 177.56	\$ 150.00	\$ 117.00	\$ 150.00
5b	500 TON	\$ 135.30	\$ 125.00	\$ 117.00	\$ 120.00
5c	1000 TON	\$ 126.35	\$ 110.00	\$ 117.00	\$ 110.00
5d	2000 TON	\$ 122.54	\$ 110.00	\$ 117.00	\$ 107.00
5e	3000 TON	\$ 117.98	\$ 110.00	\$ 117.00	\$ 107.00
5f	4000 TON	\$ 115.71	\$ 110.00	\$ 117.00	\$ 105.00
5g	5000 TON	\$ 114.34	\$ 110.00	\$ 117.00	\$ 104.00
2" Class D HMAc Roadway Surfacing Complete in Place Unit Price					
6a	100 TON	\$ 177.56	\$ 150.00	\$ 112.00	\$ 150.00
6b	500 TON	\$ 135.30	\$ 125.00	\$ 112.00	\$ 120.00
6c	1000 TON	\$ 126.35	\$ 110.00	\$ 112.00	\$ 110.00
6d	2000 TON	\$ 122.54	\$ 110.00	\$ 112.00	\$ 107.00
6e	3000 TON	\$ 117.98	\$ 110.00	\$ 112.00	\$ 107.00
6f	4000 TON	\$ 115.71	\$ 110.00	\$ 112.00	\$ 105.00
6g	5000 TON	\$ 114.34	\$ 110.00	\$ 112.00	\$ 104.00
1" Class D HMAc Level UP Course Complete - in- Place Unit Price					
7a	100 TON	\$ 182.73	\$ 150.00	\$ 120.00	\$ 150.00
7b	500 TON	\$ 137.36	\$ 125.00	\$ 120.00	\$ 130.00
7c	1000 TON	\$ 127.90	\$ 110.00	\$ 120.00	\$ 120.00
7d	2000 TON	\$ 123.30	\$ 110.00	\$ 120.00	\$ 115.00
7e	3000 TON	\$ 119.02	\$ 110.00	\$ 120.00	\$ 110.00
7f	4000 TON	\$ 116.61	\$ 110.00	\$ 120.00	\$ 105.00
7g	5000 TON	\$ 115.17	\$ 110.00	\$ 120.00	\$ 105.00
UNIT PRICING					
8	1-1/2" Class D HMAc Feathering for Intersections and Driveways, Complete-in-Place per Ton	\$ 200.00	\$ 175.00	\$ 137.00	\$ 150.00
9	Tack Coat, 0.05 - 0.15 Gal/SY in Preparation for HMAc Surfacing, Complete-in-Place per Gallon	\$ 4.40	\$ 3.50	\$ 3.10	\$ 7.50
10	Prime Coat at 0.35 Gal/SY in Preparation for HMAc Surfacing, Complete-in-Place per Gallon	\$ 4.20	\$ 6.00	\$ 3.30	\$ 5.00
11	Saw Cut Asphalt Pavement (1/4" x 2") and Install Loop Detectors, Complete-in-Place per Linear Foot	\$ 5.00	\$ 25.00	\$ 13.50	\$ 50.00
12	Mobilization Per Each Task Order	\$ 5,153.00	\$ 8,500.00	\$ 22,000.00	\$ 12,500.00
13	Removing, Reinstalling Mail Boxes, Road Signs, etc, as Necessary to Accomplish Work, Complete-in-Place Lump Sum	\$ 300.00	\$ 750.00	\$ 550.00	\$ 5,000.00
14	Adjust Manholes as Required to Match Surface of New Pavement, Complete-in-Place per Each	\$ 500.00	\$ 350.00	\$ 160.00	\$ 750.00
15	Adjust Valve Boxes as Required to Match Surface of New Pavement, Complete-in-Place, Per Each	\$ 500.00	\$ 200.00	\$ 160.00	\$ 600.00
16	Adjust Grate Inlets as Required to Match Surface of New Pavement, Complete-in-Place, Per Each	\$ 500.00	\$ 350.00	\$ 1,450.00	\$ 600.00
17	4" Thermoplastic (BRK) (W/Y) PV Marking Type 1 Per Linear Foot	\$ 0.97	\$ 1.25	\$ 2.50	\$ 0.80
UNIT PRICING					
18	4" Thermoplastic (SLD) (W/Y) PV Marking Type 1 Per Linear Foot	\$ 0.97	\$ 1.25	\$ 2.50	\$ 0.80
19	8" Thermoplastic (SLD) (W/Y) PV Marking Type 1 Per Linear Foot	\$ 2.40	\$ 1.90	\$ 3.10	\$ 1.50
20	12" Thermoplastic (SLD) (W/Y) PV Marking Type 1 Per Linear Foot	\$ 4.35	\$ 3.75	\$ 5.25	\$ 6.00
21	24" Thermoplastic (SLD) (W/Y) PV Marking Type 1 Per Linear Foot	\$ 8.25	\$ 7.50	\$ 10.15	\$ 10.00
22	R/R Crossing Thermoplastic PV Marking Type 1 Per Each	\$ 487.50	\$ 650.00	\$ 523.00	\$ 900.00
23	Thermoplastic PV Marking Type 1 word "only" (WHT) Per Each	\$ 285.00	\$ 190.00	\$ 308.00	\$ 275.00
24	Thermoplastic PV Marking Type 1 Arrow (WHT) Per Each	\$ 232.50	\$ 190.00	\$ 308.00	\$ 275.00
25	Thermoplastic PV Marking Type 1 Combo Arrow (WHT) Per Each	\$ 262.50	\$ 220.00	\$ 350.00	\$ 350.00
26	4" Solid Thermoplastic PV Marking Type 1 Double Per Linear Foot	\$ 1.87	\$ 2.50	\$ 5.25	\$ 2.00
UNIT PRICING					
27	Variable Depth (10" Max) Mix and compact water, flyash (FA) or lime and flyash (LFA), and subgrade or base (with or without asphalt concrete pavement) in the roadway Per Square Yard	2,000 SY (MIN) \$9.86/SY (2,000SY+)	\$ 15.00	\$ 6.20	\$ 12.00
28	Stabilimix 30/70 75lb SY - Per Ton	\$ 265.00	\$ 175.00	\$ 166.00	\$ 225.00
29	Limestone Flex Base (supplemental) Per Square Yard	\$ 205.00	\$ 25.00	\$ 17.55	\$ 50.00
UNIT PRICING					
OFFEROR		A-1 Construction	MAIN LANE	ANGEL BROTHERS	AAA ASPHALT

30b	Furnish & Install 8" Curb & Gutter complete and in place according to City Specs Per Linear Foot	\$ 60.00	\$ 126.00	\$ 49.25	\$ 77.00
30c	Furnish & Install 12" Curb & Gutter complete and in place according to City Specs Per Linear Foot	\$ 80.00	\$ 128.00	\$ 52.75	\$ 79.00
30d	Furnish & Install 15" Curb & Gutter complete and in place according to City Specs Per Linear Foot	\$ 90.00	\$ 129.00	\$ 56.40	\$ 81.00
30e	Furnish & Install 18" Curb & Gutter complete and in place according to City Specs Per Linear Foot	\$ 100.00	\$ 130.00	\$ 60.50	\$ 85.00
30f	Furnish & Install 24" Curb & Gutter complete and in place according to City Specs Per Linear Foot	\$ 120.00	\$ 135.00	\$ 79.00	\$ 95.00
31	Furnish and install Reinforced Concrete Pavement (24") complete and in place according to City of Galveston Specifications.	\$ 180.00	\$ 120.00	\$ 230.00	\$ 225.00

SCHEDULE OF VALUES

PROJECT: 27th Street

ESTIMATE NO.: **4**

PROJECT TOTALS

ESTIMATE PERIOD: Jun-20

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
PHASE II												
BASE BID												
1	REMOVE ASPHALT SURFACE (MULTIPLE DEPTHS/WIDTHS)	10613	SY	\$3.50	\$ 37,145.50		\$ -		\$ -	0	\$ -	0.00%
6a	2" CLASS D HMAC SURFACE	1167.50	TON	\$112.00	\$ 130,760.00		\$ -		\$ -	0	\$ -	0.00%
9	TACK COAT (.05-.15 GAL/SY) PREP FOR HMAC	1592	GAL	\$3.10	\$ 4,935.20		\$ -		\$ -	0	\$ -	0.00%
12	MOBILIZATION (PER TASK ORDER)	1	EA	\$22,000.00	\$ 22,000.00		\$ -		\$ -	0	\$ -	0.00%
14	ADJUST MANHOLES REQUIRED TO MATCH SURFACE	10	EA	\$160.00	\$ 1,600.00		\$ -		\$ -	0	\$ -	0.00%
15	ADJUST VALVE BOXES REQUIRED TO MATCH SURFACE	10	EA	\$160.00	\$ 1,600.00		\$ -		\$ -	0	\$ -	0.00%
26	4" SOLID THERMOPLASTIC PV MRK TY 1 - DOUBLE	1990	LF	\$6.20	\$ 12,338.00		\$ -		\$ -	0	\$ -	0.00%
TOTAL FOR PROJECT					\$210,378.70		\$0.00		\$0.00		\$0.00	0.00%

SCHEDULE OF VALUES

PROJECT: 27th Street

ESTIMATE NO.: **4**

PROJECT TOTALS

ESTIMATE PERIOD: Jun-20

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
PHASE II												
BASE BID												
1	REMOVE ASPHALT SURFACE (MULTIPLE DEPTHS/WIDTHS)	10613	SY	\$3.50	\$ 37,145.50		\$ -		\$ -	0	\$ -	0.00%
6a	2" CLASS D HMAC SURFACE	1167.5	TON	\$112.00	\$ 130,760.00		\$ -		\$ -	0	\$ -	0.00%
9	TACK COAT (.05-.15 GAL/SY) PREP FOR HMAC	1592	GAL	\$3.10	\$ 4,935.20		\$ -		\$ -	0	\$ -	0.00%
12	MOBILIZATION (PER TASK ORDER)	1	EA	\$22,000.00	\$ 22,000.00		\$ -		\$ -	0	\$ -	0.00%
14	ADJUST MANHOLES REQUIRED TO MATCH SURFACE	10	EA	\$160.00	\$ 1,600.00		\$ -		\$ -	0	\$ -	0.00%
15	ADJUST VALVE BOXES REQUIRED TO MATCH SURFACE	10	EA	\$160.00	\$ 1,600.00		\$ -		\$ -	0	\$ -	0.00%
TOTAL FOR PROJECT					\$198,040.70		\$0.00		\$0.00		\$0.00	0.00%

SCHEDULE OF VALUES

PROJECT: City Hall Parking Lot

ESTIMATE NO.: **1**

PROJECT TOTALS

ESTIMATE PERIOD: Jul-20

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
PHASE II												
BASE BID												
9	TACK COAT (.05-.15 GAL/SY) PREP FOR HMAC	284	GAL	\$3.10	\$ 880.40		\$ -		\$ -	0	\$ -	0.00%
12	MOBILIZATION (PER TASK ORDER)	1	EA	\$22,000.00	\$ 22,000.00		\$ -		\$ -	0	\$ -	0.00%
	REMOVE ASPHALT SURFACE (PARKING LOT)	1890	SY	\$17.50	\$ 33,075.00		\$ -		\$ -	0	\$ -	0.00%
	2" CLASS D HMAC SURFACE (PARKING LOT)	208	SY	\$170.00	\$ 35,360.00		\$ -		\$ -	0	\$ -	0.00%
	RELOCATE EXISTING TIRE STOPS	36	EA	\$35.00	\$ 1,260.00		\$ -		\$ -	0	\$ -	0.00%
	TOTAL FOR PROJECT				\$92,575.40		\$0.00		\$0.00		\$0.00	0.00%

SCHEDULE OF VALUES

PROJECT: City Hall Parking Lot

ESTIMATE NO.: **1**

PROJECT TOTALS

ESTIMATE PERIOD: Jul-20

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
PHASE II												
BASE BID												
9	TACK COAT (.05-.15 GAL/SY) PREP FOR HMAC	284	GAL	\$3.10	\$ 880.40		\$ -		\$ -	0	\$ -	0.00%
12	MOBILIZATION (PER TASK ORDER)	1	EA	\$22,000.00	\$ 22,000.00		\$ -		\$ -	0	\$ -	0.00%
	REMOVE ASPHALT SURFACE (PARKING LOT)	1890	SY	\$17.50	\$ 33,075.00		\$ -		\$ -	0	\$ -	0.00%
	2" CLASS D HMAC SURFACE (PARKING LOT)	208	SY	\$170.00	\$ 35,360.00		\$ -		\$ -	0	\$ -	0.00%
	INSTALL NEW TIRE STOPS	36	EA	\$65.00	\$ 2,340.00		\$ -		\$ -	0	\$ -	0.00%
	TOTAL FOR PROJECT				\$93,655.40		\$0.00		\$0.00		\$0.00	0.00%

SCHEDULE OF VALUES

PROJECT: City Hall Parking Lot

ESTIMATE NO.: **1**

PROJECT TOTALS

ESTIMATE PERIOD: Jul-20

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
PHASE II												
BASE BID												
9	TACK COAT (.05-.15 GAL/SY) PREP FOR HMAC	284	GAL	\$3.10	\$ 880.40		\$ -		\$ -	0	\$ -	0.00%
12	MOBILIZATION (PER TASK ORDER)	1	EA	\$22,000.00	\$ 22,000.00		\$ -		\$ -	0	\$ -	0.00%
	REMOVE ASPHALT SURFACE (PARKING LOT)	1890	SY	\$17.50	\$ 33,075.00		\$ -		\$ -	0	\$ -	0.00%
	2" CLASS D HMAC SURFACE (PARKING LOT)	208	SY	\$170.00	\$ 35,360.00		\$ -		\$ -	0	\$ -	0.00%
	INSTALL NEW TIRE STOPS (PAINTED)	36	EA	\$80.00	\$ 2,880.00		\$ -		\$ -	0	\$ -	0.00%
	TOTAL FOR PROJECT				\$94,195.40		\$0.00		\$0.00		\$0.00	0.00%

SCHEDULE OF VALUES

PROJECT: Sportsman Road

ESTIMATE NO.: **1**

PROJECT TOTALS

ESTIMATE PERIOD: Jul-20

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
PHASE II												
BASE BID												
9	TACK COAT (.05-.15 GAL/SY) PREP FOR HMAC	2374	GAL	\$3.10	\$ 7,359.40		\$ -		\$ -	0	\$ -	0.00%
12	MOBILIZATION (PER TASK ORDER)	1	EA	\$22,000.00	\$ 22,000.00		\$ -		\$ -	0	\$ -	0.00%
33	6" CLASS D HMAC SURFACE	5224	TON	\$113.00	\$ 590,312.00		\$ -		\$ -	0	\$ -	0.00%
TOTAL FOR PROJECT					\$619,671.40		\$0.00		\$0.00		\$0.00	0.00%



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

Date: September 8, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Trino Pedraza, Director of Municipal Utilities and Construction

RE: Consider for approval the purchase of a replacement pump at Lift Station 51 from Pumps Solution Inc. in an amount not to exceed \$18,379.00.

I. Background

- A. A lift station the size of Lift Station 51 requires at least two pumps per TCEQ regulations.
- B. One of the two pumps is over 10 years old and has become inoperable due to a wear plate breaking off.
- C. The pump will need to be replaced to comply with TCEQ regulations for Lift Station 51.

II. Current Situation

- A. To comply with TCEQ regulations, we have obtained quotes to replace the inoperable pump at Lift Station 51.
- B. Pumps Solution Inc. has quoted \$18,379.00 to replace the inoperable pump.
- C. K2 Services has quoted \$45,205.00 to replace the inoperable pump.
- D. Hahn Equipment Co. Inc. has quotes \$60,261.00 to replace the inoperable pump.
- E. EVCO Partners, L.P declined to bid.

III. Issues:

The replacement of this pump is necessary to continue to run Lift Station 51 in compliance with TCEQ regulations.

IV. Alternatives in order of priority





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

- A. Approve the purchase of a replacement pump at Lift Station 51 from Pumps Solution Inc. in an amount not to exceed \$18,379.00.
- B. Do not approve the request.

V. **Recommendation**

Approve the purchase of a replacement pump at Lift Station 30 from Pumps of Houston Inc. in an amount not to exceed \$18,885.00.

VI. **Fiscal Impact Report**

Requested by:	Trino Pedraza Director of Municipal Utilities and Construction
Funding Source:	Sewer System Enterprise Fund Wastewater Treatment Division 4210-611000-611817
Cost of Implementation	\$18,379.00

Respectfully Submitted,

Trino Pedraza, Director of Municipal Utilities and Construction

Forwarded for Approval,

Brandon Cook, Assistant City Manager of
Development and Municipal Services





INTERNAL QUOTE SHEET

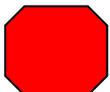
Employee Name:	Department:
-----------------------	--------------------

Product/Service:

QUOTE 1:	Date Contacted:	Hub Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/>
Company:	Contact Name:	
Telephone #:	E-Mail:	
Amount of Bid:	Date Responded:	
Comments:		

QUOTE 2:	Date Contacted:	Hub Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/>
Company:	Contact Name:	
Telephone #:	E-Mail:	
Amount of Bid:	Date Responded:	
Comments:		

QUOTE 3:	Date Contacted:	Hub Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/>
Company:	Contact Name:	
Telephone #:	E-Mail:	
Amount of Bid:	Date Responded:	
Comments:		



- Over \$1,000 to \$15,000 Requires a Minimum of Three Quotes
- \$3000 To \$15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County
- Link to search for HUBs: <https://mycpa.cpa.state.tx.us/tpasscmlbsearch/>



Pump Solutions

18594 US Hwy. 59
New Caney, Texas 77357
Phone: 281-399-9400
Fax: 281-399-4901

THIS TRANSMITTAL CONSISTS OF _1_ PAGE(S) INCLUDING THIS PAGE.

TO: Mike Garcia – City of Galveston
FROM: Phil Korenek
DATE: 7/30/2020
RE: LIFT STATION #51

Pump Solutions Inc., is pleased to offer the following equipment for the subject project:

One (1) KSB KRT K 150-317/554XEG-S 74HP, 460V, 3ph, Explosion Proof, Electric Submersible Motors, with 65 FT OF CABLE, and a Cast Iron Lifting Bail.

NOTE: THIS IS A BARE PUMP. NO CLAW OR CHAIN WILL BE PROVIDED.

Lead Time: 12 Weeks ARO

Total Net Price: \$18,379.00

1. No piping, valves, fittings, or any other equipment specifically listed above will be included.
2. The price quoted is F.O.B. Jobsite
3. Federal taxes, state taxes, or local taxes are NOT INCLUDED.
4. Terms are Net 30 Days, Standard Terms and Conditions Apply.
5. Quote Valid for 90 Days

Thank you for your consideration of the proposed equipment.

Phil Korenek
Pump Solutions, Inc
(281) 734-5673 Cell



Quote

Date	8/6/2020
SO Num...	7852
Rev.	1

K2 Services, llc / 24200 SW Freeway, Suite 402-357, Rosenberg Texas 77471 / PH: (832) 382-3434 / E-Mail: sales@k2svc.com

Bill To
City of Galveston Accounts Payable Dept. PO Box 779 Galveston, Tx 77553

Ship To
City of Galveston

Rep	Est. No.	Quotes are valid for	Terms	F.O.B.
K2	5978	30 Days	Net 30	K2

Qty	P/N	Description	Price Each	Total
1	Equipment	Lift Station No.51 Wilo FA15.97Z FK34.1-4/24 73.7HP Wilo Submersible Sewage Pump, Oil Filled Motor with High Efficiency Heat Exchanger, Two Vane Impeller, 6" ANSI/DIN Discharge, Dual Voltage 230/460~3Phase, Weight(LBS)1830 **65 Foot Power and Control Cables** Suction Not Drilled - Wet Pit Installation Impeller Dia 12.13 Inch Prewired 460V / 3Ph	45,205.00	45,205.00

By signing below, you accept the terms as laid out in the above quote.

Pumps - Motors - Controls

Sales Tax (8.25%)

Thank you for the opportunity to quote this order.

Total



Quote

Date	8/6/2020
SO Num...	7852
Rev.	1

K2 Services, llc / 24200 SW Freeway, Suite 402-357, Rosenberg Texas 77471 / PH: (832) 382-3434 / E-Mail: sales@k2svc.com

Bill To
City of Galveston Accounts Payable Dept. PO Box 779 Galveston, Tx 77553

Ship To
City of Galveston

Rep	Est. No.	Quotes are valid for	Terms	F.O.B.
K2	5978	30 Days	Net 30	K2

Qty	P/N	Description	Price Each	Total
	Terms_	Delivery: -12-14 Weeks, ARO Carrier: -K2 Services, llc Installation: -Available Freight: -Allowed, FOB K2 Services Warranty: -5 Year Factory Payment Terms: -Net 30 Days with approved credit Quote is valid for: -30 Days Exceptions: -Additional repairs due to hidden or unforeseen damage will be performed on a time and material basis	0.00	0.00

By signing below, you accept the terms as laid out in the above quote.

Pumps - Motors - Controls

Sales Tax (8.25%) \$0.00

Thank you for the opportunity to quote this order.

Total

\$45,205.00



Search For Vendors

Search found 1 vendors , 1 are HUBs ,Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=720,Section1 Item(s)=(64),Location County=Galveston

[New Search](#)



Results

SORT: COMPANY NAME (A-Z)

Vendor ID	Company Name	Contact Person	Mailing Address	City	State	Zip	Country	Email	Phone	HUB Eligibility	HUB Gender	Small Business
1202983931800	EVCO PARTNERS, L.P. DBA	Donna Hanson President	BURGOON COMPANY PO BOX 290	TEXAS CITY	TX	77592-0290	USA	office@burgooncompany.com	409-766-1900	WO	F	Yes

[New Search](#)



POLICIES

- [Privacy and Security Policy](#)
- [Accessibility Policy](#)

OTHER STATE SITES

- [texas.gov](#)
- [Texas Records and Information Locator \(TRAIL\)](#)



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

Date: August 28, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Trino Pedraza, Director of Municipal Utilities and Construction

RE: Consider for approval the purchase of a replacement pump at Lift Station 30 from Pumps of Houston Inc. in an amount not to exceed \$18,885.00.

I. Background

- A. A lift station the size of Lift Station 30 requires at least two pumps per TCEQ regulations.
- B. One of the two pumps is over 16 years old and no longer functioning at ideal capacity.
- C. The pump would require the stator to be replaced and rewiring to increase capacity. However, these major repairs may not suffice to bring this pump up to ideal capacity.

II. Current Situation

- A. To comply with TCEQ regulations, we have obtained quotes to replace the pump in its entirety.
- B. Pumps of Houston Inc. has quoted \$18,885.00 to replace the pump in poor condition.
- C. Hahn Equipment Co. Inc. has quotes \$34,843.00 to replace the pump in poor condition.
- D. EVCO Partners, L.P declined to bid.

III. Issues:

The replacement of this pump is necessary to continue to run Lift Station 30 in compliance with TCEQ regulations.

IV. Alternatives in order of priority





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities and Construction
tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

- A. Approve the purchase of a replacement pump at Lift Station 30 from Pumps of Houston Inc. in an amount not to exceed \$18,885.00.
- B. Do not approve the request.

V. **Recommendation**

Approve the purchase of a replacement pump at Lift Station 30 from Pumps of Houston Inc. in an amount not to exceed \$18,885.00.

VI. **Fiscal Impact Report**

Requested by:	Trino Pedraza Director of Municipal Utilities and Construction
Funding Source:	Wastewater - Equipment Parts 4210-611817-522085-467200
Cost of Implementation	\$18,885.00

Respectfully Submitted,

Trino Pedraza, Director of Municipal Utilities and Construction

Forwarded for Approval,

Brandon Cook, Assistant City Manager of
Development and Municipal Services





INTERNAL QUOTE SHEET

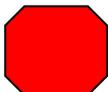
Employee Name:	Department:
-----------------------	--------------------

Product/Service:

QUOTE 1:	Date Contacted:	Hub Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/>
Company:	Contact Name:	
Telephone #:	E-Mail:	
Amount of Bid:	Date Responded:	
Comments:		

QUOTE 2:	Date Contacted:	Hub Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/>
Company:	Contact Name:	
Telephone #:	E-Mail:	
Amount of Bid:	Date Responded:	
Comments:		

QUOTE 3:	Date Contacted:	Hub Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/>
Company:	Contact Name:	
Telephone #:	E-Mail:	
Amount of Bid:	Date Responded:	
Comments:		



- Over \$1,000 to \$15,000 Requires a Minimum of Three Quotes
- \$3000 To \$15,000 – Requires Two HUB Vendor Quotes – document if none are available in Galveston County
- Link to search for HUBs: <https://mycpa.cpa.state.tx.us/tpasscmlbsearch/>

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Mary Denby QUOTE #: 17656-LS30
COMPANY: City of Galveston FROM: David Hasson
RE: LS30 - New Flygt Pump DATE: August 5, 2020

HAHN EQUIPMENT CO., INC. is pleased to submit to City of Galveston, the following proposal for pumping equipment:

L/S 30:

One (1) FLYGT Model NP3202, 12-inch discharge, electric submersible sewage pump complete with 35 H.P., 460 volt, 3 phase, 60 hertz, 1150 RPM motor with closed loop cooling system, Hard Iron Impeller and wear plate No 619, with 50' of 7 conductor SPC cable.

Price per FLYGT pump for L/S 30: \$34,843.00

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 10-12 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: Net 30 from the date of the invoice, **with approved credit.**

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.



David Hasson
Sales Representative

General Standard Conditions

- I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
 - Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
 - Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
 - Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.

Search For Vendors

Search found 1 vendors , 1 are HUBs ,Includes 0 Inactive Vendors
Search Condition : SearchType=HUB's Only,Section1 Class Code=720,Section1 Item(s)=(64),Location County=Galveston
[New Search](#)



Results

SORT: COMPANY NAME (A-Z)

Vendor ID	Company Name	Contact Person	Mailing Address	City	State	Zip	Country	Email	Phone	HUB Eligibility	HUB Gender	Small Business
1202983931800	EVCO PARTNERS, L.P. DBA	Donna Hanson President	BURGOON COMPANY PO BOX 290	TEXAS CITY	TX	77592-0290	USA	office@burgooncompany.com	409-766-1900	WO	F	Yes

[New Search](#)

POLICIES

- Privacy and Security Policy
- Accessibility Policy
- Link Policy
- Public Information Act
- Contact with Texans

OTHER STATE SITES

- texas.gov
- Texas Records and Information Locator (TRAIL)
- State Link Policy
- Texas Veterans Portal

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AMENDING THE POLICY FOR INTERVIEWING CANDIDATES FOR POSITIONS ON THE WHARVES BOARD, PARK BOARD AND PLANNING COMMISSION TO PROVIDE THAT COUNCIL MAY CONDUCT INTERVIEWS OF CANDIDATES SOLELY BY WRITTEN QUESTIONS IF DEEMED APPROPRIATE BY COUNCIL, MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council has previously adopted Resolution 16-026 to set forth a policy to provide for the appointment of the City's Boards, Commissions, and Committees by the Mayor and each City Council Member; and

WHEREAS, the City Council policy provides that candidates for positions on the Wharves Board, Planning Commission and Park Board will be interviewed by Council prior to appointments to those Boards being made by Council; and

WHEREAS, the City Council wishes to amend the policy on interviews to expedite the process of filling positions on those Boards.

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. Interviews of candidates for positions on the Wharves Board, Park Board and Planning Commission will be conducted initially by written questions submitted by Council to each of the candidates. Council shall collaborate in the assembly of the questions to be submitted to each candidate

SECTION 3. Upon review of the written answers submitted by the candidates, the Council may choose to conduct a live interview with some or all of the candidates, or may determine further interviews are unnecessary and make their appointments based solely on the written questions and answers of the candidates.

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

APPROVED AS TO FORM:

DONALD 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 ___ day of September, 2020, 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 _____, 2020.

Secretary for the City Council
of the City of Galveston

Memorandum

TO: Members of City Council
FROM: Donald S. Glywasky, City Attorney
DATE: September 9, 2020
RE: Texas Terminal Condemnation; amendment to Marc Hill representation agreement

- 1) Last August the City entered into the attached representation agreement pursuant to the approval of City Council to retain Marc Hill in the condemnation action filed by Texas Terminals. Until only recently there was no action on the case.
- 2) At the time the City had arranged for an appraiser, Joe Stanfield, to conduct appraisal services for the city on the property to be condemned. He waited for Texas Terminals to identify the parcel it would take. Marc Hill maintained contact with him over the several months. However, when Texas Terminals started to move forward, Mr. Hill contacted Mr. Stansfield to begin his work and Mr. Stansfield informed Mr. Hill that he had determined to retire and could not participate in the case.
- 3) I reviewed the representation agreement and verified that Mr. Hill could proceed to retain an alternate appraiser. He has done so. I discussed the representation agreement with Mr. Hill and proposed some changes that would clarify the initial agreement and benefit the City. The amendment is attached and Mr. Hill agrees with it.
- 4) The amendment contemplates payment on an hourly rate. No payment is owed to Hill at all if the final amount payable for the property does not exceed the initial offer made by the condemnor. Hill will bill on an hourly rate, but his fee will have a minimum of 15% and maximum of 33% of the amount over the condemnor's original offer, if the case does not go to litigation. If it does go to litigation but is settled before judgment, Hill will be paid based on his billings but his fee will have a minimum of 15% and maximum of 33% of the amount over the condemnor's original offer. If the is reached by a post-trial judgment Hill will be paid based on his billings but his fee will have a minimum of 15% and maximum of 40% of the amount over the condemnor's original offer. The purpose of this approach is to adopt an hourly fee approach with some spread of the risk for both parties.
- 5) All other terms remain the same. This agreement will give the city the protections of the maximum fee to be paid, but also give Hill the protections of a minimum fee, but only if the award exceeds the initial offer. I recommend Council approve this amendment.

CONTRACT OF ENGAGEMENT FOR PROFESSIONAL SERVICES

THE COUNTY OF TEXAS
COUNTY OF GAVLESTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owner, lessee or the legal representative of the owner of land sometimes known as south of Harborside Dr. and west of 51st Street overpass in Galveston County, Texas 77551. Owned by the undersigned (sometimes referred to as the client or "me") hereby employ J. MARCUS "MARC" HILL, ("my attorney" herein) to represent the owner of the property in a certain condemnation (eminent domain) claim or damage case concerning said properties and/or the businesses situated thereon.

My attorney is hereby fully authorized and empowered to bring or defend suit or suits, including, if necessary, and to prosecute or defend the same to final judgment and to compromise and settle said claim or claims with or without suit. However, it is understood and agreed that my attorney will not finally settle or compromise said claim or claims without first consulting with me and securing approval therefor.

In consideration of the services rendered and to be rendered by said attorney in this regard, the client is hereby bound and obligated to give and allow said attorney, as compensation herein, the following percentages of all amounts received by me over and above the condemning authority initial written offer from the condemning authority as follow: The percentage referred to is 1/3 of all amounts over the condemning authority initial written offer up to the time of the commissioner's hearing; 40% of all amounts over the condemning authority initial written offer if we have to go to trial, and if the City's appraisal is less than condemning authority then the same percentages as set out above over and above the City's Appraisal. If the matter is appealed a separate engagement letter will be entered into. Any disagreement about this contract will, if available, be taken to Houston Bar Association resolution (no cost) committee or if unavailable to Retired Chief Justice Texas Supreme Court Tom Phillips or if unavailable Retired Chief Justice 1st Texas Court of Appeals Alice Oliver Parrott by arbitration and if neither is available then they will pick a retired judge to handle the matter.

It is hereby agreed that the expenses of this case relevant to the case shall be paid by me and shall not be chargeable to or payable by my attorney. It is also agreed that my attorney shall not incur any expert witness expenses in conjunction with this matter or case without first consulting with me and securing approval therefore. Otherwise all other routine expenses such as photocopying may be conducted without prior approval.

My attorney shall have the right, to employ associate if he deems it necessary, but I shall in no event be obligated to pay to my attorney and/or his associate or associates or substitute or substitutes a fee greater than the provided for herein and the expenses paid by my attorney and chargeable hereunder to me.

DATED this 11th day of August, 2019.

Agreed: City of Galveston

By: 
Authorized agent: City Attorney Don Glywasky

Agreed: Hill & Hill, P.C. Law Firm:

By: 
J. MARCUS "MARC" HILL Attorney at Law

Amendment to employment agreement.

This is an amendment to the Contract for Engagement for Professional Services entered into by and between the City of Galveston and the firm of J. Marcus Hill (hereinafter "Hill") attached hereto. The purpose is to clarify the terms of payment for the services as well as costs associated with the case. The original date of approval by City Council was July 25, 2019.

I. Compensation to Hill.

The agreement is amended to provide that payment to Hill will be based on an hourly fee. However, payment to Hill will be subject to a guaranteed minimum payment and maximum payment based as set forth herein.

a. Hourly rate:

The City agrees to compensate the firm of Marc Hill based on the rates as follows:

Marc Hill	\$350 per hour
Associates	\$175 per hour
Paralegal/Admin support	\$75 per hour

No billing shall occur until the final resolution of this case and the amount of final award for the property has been set by agreement of the parties or by final judgment. At such time the firm shall produce a bill for services rendered detailing its hourly billings. Payment will be made based on those billing subject to the minimum and maximum amounts detailed herein. Billing shall identify the date incurred, be billed in 6 minute increments, the person performing the service and general nature of the service performed. Routine office costs such as for copies, paper, computer charges and phone charges shall be overhead included in the hourly rates set out above.

b. Minimum and maximum payment:

The parties understand that in a condemnation action the condemnor makes an initial offer which may be changed up or down by a board of commissioners and ultimately by a trial court; there is a risk the City may be awarded no further monies in excess of the initial offer, or even less than the amount of the initial award. The final amount to be paid by the condemnor, either represented by an agreement of the parties or by judgment in favor of the City, shall be referred to the final award.

The parties agree that to ensure the City receives the greatest value under the agreement but to spread the risk of loss, the parties agree that payment to Mac Hill will be subject to the following minimum and maximum payments calculated as follows.

- 1) If the final award does not exceed the amount of the initial offer of the condemnor, the City will have no obligation to pay any of the hourly billings submitted by Marc Hill.

- 2) If the final award exceeds the amount of the initial offer and is reached without proceeding to litigation, the City will pay the hourly billings submitted by Marc Hill; however, regardless of the amount of such billings Marc Hill will receive a minimum amount of 15% and a maximum of 33% of the amount of the final offer exceeds the initial offer.
- 3) If the final award exceeds the amount of the initial offer and is reached by proceeding to litigation but before submission to a jury, the City will pay the hourly billings submitted by Marc Hill; however, regardless of the amount of such billings Marc Hill will receive a minimum amount of 15% and a maximum of 36% of the amount of the final offer exceeds the initial offer.
- 4) If the final award exceeds the amount of the initial offer and is reached by proceeding to a trial before a jury and receiving a judgment, the City will pay the hourly billings submitted by Marc Hill; however, regardless of the amount of such billings Marc Hill will receive a minimum amount of 15% and a maximum of 40% of the amount of the final offer exceeds the initial offer.
- 5) The final amount to be paid by the condemnor, either represented by an agreement of the parties or by judgment in favor of the City, shall be referred to the gross award.

II. Costs associated with the provision of services.

The parties recognize that there are certain costs associated with the provision of services under this agreement. The City agrees it will pay such costs as follows.

- 1) Appraiser fees and testimony. The City had previously retained an appraiser, Joseph Stanfield, to utilize during this condemnation and Hill had agreed to utilize his services. However, Stansfield has withdrawn from participation. Any costs charged by Stansfield will be solely for the City to pay if and when a billing is produced,
- 2) Additional expert fees. Hill will utilize no other experts in the prosecution of this case unless otherwise agreed to by the City in the advance. If such approval is given the cost of the expert shall be borne by the City regardless of outcome. Such billings shall be submitted through Hill at the conclusion of the case.
- 3) Cost of discovery and court costs. The City will be responsible for the payment of fees for Court reporters, process, summonses, jury fees and other filing fees regardless of outcome. Such billings will be submitted by Hill at the conclusion of the case.

III. No other amendments.

The agreement between the City and Hill shall remain in full force and effect except to the extent it is amended herein.

This amendment has been authorized by the City Council of the City of Galveston and has authorized the City Attorney to execute same.

This amendment is entered into on this the ____ day of _____, 2020.

Marc Hill
Firm of J. Marcus Hill

Donald Glywasky
City Attorney