



City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH STAFF REPORT

Date: October 4, 2021

To: City Manager
Mayor and City Council Members

From: Barbara Ekelund-Sanderson, Executive Director of Parks, Recreation & Community Outreach

Project location: N/A

Project: National Endowment of the Arts' Our Town Grant Program

Request: Consider for Approval an interlocal agreement between The City of Galveston, The Park Board of Trustees of the City of Galveston, and the Galveston Arts Center concerning the funding, administration, and management of the National Endowment of the Arts Grant.

Prior Council Action

Council approved authorizing the City Manager to Enter into a Contract with The Lakota Group for RFP 21-03, Cultural Arts Master Plan, for a total amount of \$89,951.00

Background

In August 2019, the City of Galveston, the Galveston Arts Center, the Galveston Park Board of Trustees, and the Historic Downtown Partnership teamed up to submit a National Endowment for the Arts (NEA) Our Town Grant Application for the creation of a Cultural Arts Master Plan, with a goal to create strategies that better connect and strengthen arts and cultural assets in the Historic Downtown Cultural Arts District. The application also drew support from the Galveston Historical Foundation and the Texans for the Arts Foundation.

In April 2020, it was announced that the City of Galveston would receive up to \$50,000.00 in grant funding from NEA Our Town Program with matching funds committed by the Galveston Park Board of Trustees. The Park Board has further committed additional funds to help oversee the realization of the plan.

The City of Galveston opened RFP 21-03 in January 2021 with submittals due on February 10, 2021. A total of five (5) submittals were received and scored by a committee for three (3) interview selections. Interviews with the three (3) selections occurred and the committee again scored the submittals.





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The result was that The Lakota Group received the highest score. The scoring committee then met with the Lakota Group to further discuss the timeline and work plan. Once confirmed, Staff brought the item (10I) to City Council on August 12, 2021. Council approved authorizing the City Manager to Enter into a Contract with The Lakota Group for RFP 21-03, Cultural Arts Master Plan, for a total amount of \$89,951.00.

Today, the City of Galveston, The Park Board of Trustees of the City of Galveston, and the Galveston Arts Center seek an interlocal agreement concerning the funding, administration, and management of the National Endowment of the Arts Grant.

Fiscal Impact Report

N/A

Alternatives

Do not approve an interlocal agreement between The City of Galveston, The Park Board of Trustees of the City of Galveston, and the Galveston Arts Center concerning the funding, administration, and management of the National Endowment of the Arts Grant and forfeit the potential reimbursement of grant funds and the project from the NEA if improperly managed.

Staff Recommendation

Staff recommends approving an interlocal agreement between The City of Galveston, The Park Board of Trustees of the City of Galveston, and the Galveston Arts Center concerning the funding, administration, and management of the National Endowment of the Arts Grant.

Attachments

(Draft) Interlocal Agreement between the City of Galveston, The Park Board of Trustees, and the Galveston Arts Center concerning the funding, administration, and management of the National Endowment of the Arts Grant.

Respectfully Submitted,

Barbara Ekelund-Sanderson

Executive Director of Parks, Recreation & Community Outreach



INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON AND THE GALVESTON ARTS CENTER CONCERNING THE FUNDING, ADMINISTRATION, AND MANAGEMENT OF THE NATIONAL ENDOWMENT OF THE ARTS GRANT

This Agreement is entered into by the City of Galveston ("City") acting by and through its City Council, the Galveston Arts Center ("GAC") acting through the Board of Directors and the Park Board of Trustees of the City of Galveston ("Park Board") acting by and through the Board of Trustees.

WHEREAS, the City and Park Board are political subdivisions of the State of Texas and are authorized to enter into an agreement with each other relative to governmental functions and services by the Interlocal Cooperating Act, Texas Government Code, Chapter 791; and

WHEREAS, GAC is a non-profit 501(c)3 organization, whose mission it is to promote and support contemporary visual art through exhibitions and educational programming and is equipped with full time staff and housed in the historic National Bank Building;

WHEREAS, the City's Commission for the Arts has led local efforts to celebrate Galveston's unique character, including securing statewide recognition for the Galveston Downtown Cultural Arts District, an official cultural district designation by the Texas Commission on the Arts; and

WHEREAS, the Park Board is tasked with the promotion of tourism and drives millions of visitors to the City of Galveston annually through strategic marketing and sales efforts; and

WHEREAS, the Galveston Arts Center, is the host of the public festival ArtWalk approximately every six to eight weeks on Saturday nights in the heart of the historic district, attracting up to 3,000 visitors each evening;

WHEREAS, the City, GAC and Park Board recognize the value of culture, arts and heritage as an important community asset that is also a valuable economic driver for the tourism industry ; and

WHEREAS, the City has been successful in the award of National Endowment of the Arts "Our Town" grant, which included GAC as the non-profit partner, for support in the development of a "Cultural Master Plan for the Cultural Arts District" which is structured around community engagement and conversation, and

WHEREAS, the Park Board has committed the necessary financial contributions to meet the counterpart funding required for the project, and

WHEREAS, the partners believe that the outreach and community engagement can be best facilitated by GAC who works in the cultural arts district and in the field of culture and arts,

THEREFORE, for the mutual premises contained herein, the City, GAC and Park Board do agree as follows:

1. Effective Date

This Agreement becomes effective upon signing by all parties and continues until the project is completed and submitted by the consultants to City Council for approval. Either party may terminate this Agreement by providing ninety (90) days written notice to the other party, provided that the party has been given 30 days to rectify.

2. Laws and Restrictions

The City, GAC and Park Board will comply with all applicable laws, statutes and City ordinances.

3. National Endowment for the Arts' Our Town Grant Program

Our Town is the National Endowment for the Arts' (the "NEA") creative placemaking grants program. Through project-based funding, the NEA support projects that integrate arts, culture, and design activities into efforts to strengthen communities by advancing local economic, physical, and/or social outcomes.

Grant Recipient: City of Galveston

Grant Recipient Role:

- Serve as the custodian of the City's Cultural Master Plan and provide input and final approval on the Cultural Arts District Master Plan;
- Oversee procurement for the contracting of a consultant to undertake the project;
- Ensure timely submissions of all required project reporting and documentation as provided by GAC and the consultant.
- Maintain partner (NEA and Park Board) funding and issue payments as validated by GAC to the consultant;
- Provide input and guidance in the process through assignment of two representatives on the management committee as a voting members.

Primary Partner: Galveston Arts Center

Primary Partner Role:

- GAC will serve as the local coordinator for the project by organizing all management team meetings for the duration of the project,
- GAC will review all invoices submitted by the consultants for their services and ensure completion of deliverables,

- GAC and the consultant will produce all content for NEA required reporting for the grant, and in the format required by the grant,
- Galveston Arts Center will work with local partners to promote the launch of the project throughout the community and inform local artists of opportunities to participate;
- Galveston Arts Center will help identify and map Galveston’s cultural assets – local people, organizations, facilities, and businesses that support arts in the community;
- Galveston Arts Center staff will help organize and participate in the development of surveys and public events to gather resident input on desired arts and cultural activities;
- Galveston Arts Center will support the development of the arts and cultural master plan by the consultant team;
- Galveston Arts Center will share the draft arts and cultural master plan with interested stakeholders, including local artists;
- GAC will help to organize a “Culminating Celebration” to observe the work of the community and the final adoption of the master plan by city council; and
- GAC will assign a representative to the management committee as a voting member.

Additional Project Partners: The Park Board of Trustees of the City of Galveston

Additional Project Partners Responsibilities:

- PB will provide funding up to \$50,000 to the City to supplement the total cost of the consultancy and to complement the \$50,000 provided by the NEA grant,
- PB will provide funding of up to \$20,000 to GAC to provide financial support GAC for a part time coordinator dedicated strictly to the coordination of the project;
- PB will support the promotion of the project through sharing of the CVB partner database, regular media posts, inclusion in initiatives on industry updates and calendars,
- PB will assign a representative to the management committee as a voting member.

4. Management Structure

The City, the Park Board, Galveston Arts Center, and the Downtown Partnership are each independently making an organizational commitment of time and energy to progress the Project.

However, collectively the group will form the management group (the "Steering Committee") that will work with the project consultants to coordinate outreach, review deliverables, oversee project communications and messaging and make recommendations on strategic advancement. The Steering Committee has four participating organizations, with each organization having one voting member and the City of Galveston having two.

5. Indemnification

THE CITY SHALL, TO THE EXTENT ALLOWED BY LAW, HOLD HARMLESS, INDEMNIFY AND DEFEND THE PARK BOARD AND GAC, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, CHARGES, EXPENSES AND ATTORNEYS' FEES ARISING FROM OR UNDER THE ACTIONS OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

THE PARK BOARD SHALL, TO THE EXTENT ALLOWED BY LAW, HOLD HARMLESS, INDEMNIFY AND DEFEND THE CITY AND GAC, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, CHARGES, EXPENSES AND ATTORNEY'S FEES ARISING FROM OR UNDER THE ACTIONS OF THE PARK BOARD, ITS OFFICERS, AGENTS OR EMPLOYEES.

THE GALVESTON ARTS CENTER SHALL, TO THE EXTENT ALLOWED BY LAW, HOLD HARMLESS, INDEMNIFY AND DEFEND THE PARK BOARD AND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, CHARGES, EXPENSES AND ATTORNEY'S FEES ARISING FROM OR UNDE THE ACTIONS OF GAC, ITS OFFICERS, AGENTS OR EMPLOYEES.

6. No Assignment

This Agreement shall not be assigned in whole or in part.

7. Notice

Any notice required to be given shall be deemed to have been given when sent by mail, hand delivery or email address to the City Manager or the Park Board Executive Director or the GAC Chair.

This Agreement is effective upon the signing by all parties.

City of Galveston
Office of the City Manager
Brian Maxwell
832 Rosenberg
Galveston, Texas 77550
Phone: 409-763-6564
Fax: 409-762-8911

By: _____

Date: _____

Park Board of Trustees
Executive Director
Kelly de Schaun
601 23rd Street
Galveston, Texas 77550
Phone: 409-797-5000

By: _____

Date: _____

Galveston Arts Center
Chair
Joyce Calver McLain
2127 Strand
Galveston, Texas 77550
409-763-2403

By: _____