

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON CONCERNING THE MANAGEMENT OF CITY PARKS, PAID PARKING, COLLECTION OF HOTEL OCCUPANCY TAX (HOT), AND MANAGEMENT OF SHORT- TERM RENTAL REGISTRY AND PROVISION OF COASTAL MANAGEMENT AND PUBLIC SPACE MAINTENANCE SERVICES**

This Agreement is entered into by the City of Galveston (City) acting by and through its City Council and the Park Board of Trustees of the City of Galveston (Park Board) acting by and through its 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**, the Park Board manages and operates certain City owned parks and public beaches as described in City of Galveston Code of Ordinances, Sec. 26-54 and as set out in Exhibit A; and

**WHEREAS**, the Park Board receives Hotel Occupancy Tax (HOT) Funds dedicated to promote tourism, provide lifeguarding services and to clean and maintain public beaches as described in Texas Tax Code Chapter 351, Texas Tax Code Chapter 156 and Texas Natural Resource Code Chapter 61; and

**WHEREAS**, the City requires records and information to exercise its due diligence concerning City assets; and

**WHEREAS**, the Park Board desires to provide records and information to the City in support of its due diligence efforts and public transparency in the management of public assets and funds; and

**WHEREAS**, there is a benefit, including possible efficiencies, cost savings and revenue opportunities, to both the City and the Park Board, if dialogue, discussion and the exchange of documents occur between the City and Park Board; and

**WHEREAS**, there are three prior agreements between the City and Park Board, (1) July 14, 2009 Agreement related to Post Disaster Debris Removal; (2) November 17, 2014 Agreement for Matters Relating to the Seawall Paid Parking Program, the East End Lagoon, West Beach Maintenance, Seawall Littler Cleanup and Local HOT collection; and (3) May 3, 2016 Agreement for Seawall Boulevard Corridor Improvements. These prior agreements are terminated, and the relevant terms are incorporated and included into this Agreement.

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

1. Effective Date

This Agreement becomes effective upon signing by all parties and continues for two years. Thereafter, it shall continue on a year-to-year basis. Either party may terminate this Agreement by providing ninety (90) days written notice to the other party, provided that the termination notice occurs before July 1 of each year.

2. Laws and Restrictions

The City and Park Board comply with all applicable laws, statutes and City ordinances. Some but not all of these laws, statutes and City ordinances are stated in Exhibit B.

3. Budgets and Reports

Each year the Park Board provides draft budgets and reports for City owned assets which are presented to the Park Board's committees for review and analysis before being provided to the Park Board Trustees for final approval. These draft park budgets and reports include 1) Detailed Annual Budgets, 2) Business Plans, 3) Special Projects and 4) Five Year Capital Plans. The Park Board and City believe that interaction and discussion concerning these draft park budgets and reports will be productive and beneficial. When the Park Board presents its draft park budgets and reports to its committees, it will also provide copies to the City Manager or designee. If the City has recommended changes or comments, it will present them to the Park Board, in writing, no later than forty-five (45) days after they have received the draft budgets and reports. If there are no comments or suggestions after forty-five (45) days, the Park Board will assume that the City has neither changes nor comments.

4. Five Year Capital Plans

Annually the Park Board will present to Council for approval its five-year capital improvement plan for City owned/managed assets. Approval of the capital improvement plan for City owned/managed assets does not exempt the Park Board from requirements set out in City Code Section 26-54.

5. Maximus Reports

The Park Board will provide copies of the current Maximus studies along with any updates to the City as they are produced. If the Park Board determines to use a report from a source other than Maximus, those reports will be provided.

6. Audit and Records

The Park Board has a financial audit prepared by an independent auditing firm each year and this audit is filed with the City. In addition, the City may request inspection and/or copies of any Park Board records and documents upon reasonable notice. Nothing in this section will be construed as to limit the authority of the City Auditor.

7. Hotel Occupancy Tax (HOT) and Beach User Fees (BUF)

The use of HOT and BUF are regulated by state statutes. The use of HOT and BUF are included each year in the Park Board's budgets and regular quarterly reports required by the Texas

General Land Office (GLO). These reports will be provided to the City Manager or designee when they are either 1) provided to the Park Board Committees or 2) provided to the GLO as required by law. The HOT collections are reported monthly to the City and the BUF collections are reported quarterly to the GLO and the City.

#### 8. Disaster Recovery, FEMA and Property Insurance

The Park Board will be responsible for the emergency preparedness plans, protective and safety measures for people and property, securing all parks properties and facilities and managing recovery projects. The Park Board will maintain property and casualty insurance (hazard, windstorm, flood) for all city facilities and structures placed under their control in an amount sufficient for replacement, inclusive of increased cost of compliance (if available). The City of Galveston will be listed as the owner of all City property under management of the Park Board for insurance and FEMA coverage/applications. All insurance policies will reflect the City as the property owner and as additionally insured. A current copy of the certificate of insurance for the properties will be provided to the City. The Park Board is responsible for the payment of the insurance premiums.

If any individual claim amount is greater than 51% of the insured value the City Council will make the determination with regard to the use of insurance or FEMA proceeds. The Park Board will make recommendations through the City Manager concerning the FEMA proceeds, but the Council will have final approval.

The Park Board Executive Director will be the applicant and will sign as the representative for FEMA Public Assistance Program requests and insurance claims for property damage. The Park Board will prepare and submit preliminary damage assessments for the City Manager or designee to review no later than 20 days following a declared disaster. When the project worksheets (PW) have been obligated, the Park Board will provide a finalized inventory of projects, values and scope of work to the City. Recommended changes for any alternate or improved Project will require City Council approval before submission to FEMA. The Park Board will ensure all claims are submitted timely and that proceeds are segregated from use for any other purpose. Copies of quarterly reports to FEMA will be also provided to the City Manager or designee.

The Park Board is responsible for all FEMA cost share or insurance deductibles. Disaster preparedness, recovery projects and local match for grants will be funded with parks and programs revenues, available fund balances, insurance proceeds, grants and donations received for the properties and facilities receiving the work. All proceeds will remain with the property that received the damage unless approved by Council on the recommendation of the City Manager. The Park Board may request assistance from the City to fund emergency preparedness and disaster recovery projects. Disaster loans secured by City assets or cash flow from City assets and that exceed the length of this agreement must be approved by the City Council.

### 9. Liability Insurance

The Park Board will be responsible for providing liability insurance in an amount no less than \$1,000,000/\$3,000,000 on its activities that could affect City owned assets. The City will be named as an additional insured on the liability policies and provided a certificate of insurance. The City and Park Board agree that the actions of one entity does not constitute actions by the other entity. The City is not responsible for the actions of the Park Board and the Park Board is not responsible for the actions of the City. Each entity can sue and be sued in their sole capacity.

### 10. Concession Agreements and Lease Agreements

The Park Board manages the surface leases with the GLO for public beaches. The Park Board will provide a copy of the surface lease to the City of Galveston. The Park Board manages concession agreements on City owned parks managed by the Park Board. The City does not require or request approval of those concession agreements and has no restriction on their terms. Examples of concessions are vendors in mobile carts or trailers selling food, beverages or novelties, or renting umbrellas, chairs, jet skis and watercraft. Any lease of City parks managed by the Park Board, or lease of permanent structures or lease of personal or real property inside of City owned parks, cannot exceed three years without the prior approval of City Council.

Increases in available beach along Seawall Boulevard continue to add new concession areas. As these areas become available, the City will extend concession authority to the Park Board for the public beaches.

### 11. Permits

The City and Park Board desire to coordinate and provide operational cost savings for activities undertaken on the City's behalf. In that regard, if there is work performed by the Park Board on City owned assets, the City will waive City required permit fees and City required dumpster fees. If the Park Board is contracting with third party vendors to perform the work, all permit fees and dumpster fees are required to be paid to the City and are not waived.

### 12. Maintenance and Repairs

Net revenues, minus direct operating costs and approved administrative fees approved per park, will remain with the park that produced the revenue. All budgeted capital expenses and maintenance expenses for the parks will be reflected in each parks budget. As set out in City Code Section 26-54 any repairs over \$125,000 or aggregated amounts over \$125,000 will be submitted to City Council for their approval prior to being implemented. The Park Board will provide copies of the annual maintenance and repair programs as finalized in annual workplans and as scheduled in "Facility Dude" maintenance programming software. The annual maintenance and repair programs will be presented to the City Manager or designee. After 45 days from receipt, if there are no recommended changes or suggestions, the Park Board will assume the City has no recommended changes or suggestions to the maintenance and repair programs.

### 13. Procurement and Purchasing

The City and Park Board agree they may take part in joint purchases for goods, materials, equipment, supplies and services they may need to carry out their governmental functions, and that all parties will make reasonable efforts to allow the others to make purchases under its agreements. The City and Park Board agree to share the cost of the respective joint solicitations in a fair and equitable manner, to be agreed upon in connection with each such solicitation. An Interlocal Agreement for Purchasing was executed by the City and Park Board memorializing this agreement on April 2, 2019.

### 14. Marine Debris Removal

The removal of marine debris on public beaches during a declared state of disaster is the duty of the General Land Office as stipulated in Chapter 61 of the Natural Resource Code. Reimbursement of costs incurred in coastal cleanup after a disaster requires coordination and approval of the GLO. The Park Board will continue to work with the GLO concerning this issue.

### 15. Seawall Boulevard Corridor Improvements and Paid Parking on the Seawall

Incorporated into this Agreement are relevant terms from the May 3, 2016 Interlocal\_Contract Three Party Agreement for Seawall Boulevard\_Corridor Improvements, which is terminated.

The capital repair and replacement projects for the Seawall Corridor enhancements are funded from the Paid Parking Program revenues and implemented by the City. The use of the Seawall Parking revenues will be in compliance with GLO regulations governing the use of beach user fees and the requirements of the voter's referendum as set out in the special election. The collecting and accounting for the Seawall Paid Parking Program revenues is as follows: 75% for Seawall Corridor Enhancements including, but not limited to, lighting, bathrooms, showers and litter control, which is funded through debt service or maintenance and operations; 15% to be held in reserve for the replacement of capital improvements and sent quarterly to the City. Administrative expenses charged to the Seawall Paid Parking Program shall not exceed 10% of operational costs and shall not exceed 5% of the previous years administrative expenses. Administrative expenses will be based on actual documented administrative costs.

All net revenue remaining will be remitted to the City on a quarterly basis for Seawall Enhancements. Neither the City nor the Park Board have authority to issue free seawall parking permits.

The Park Board will submit the quarterly beach user fee reports as required by the GLO. The City will report to the Park Board its expenditures of beach user fees so they can be included in the fee reports submitted by the Park Board. The Park Board will submit a copy of the GLO beach user fee report to the City when it submits it to the GLO.

The City will review the GLO beach user reports and may ask for additional information from the Park Board concerning the deposits and expenditures of revenue from the Seawall Paid Parking Program.

The City and Park Board will submit BUF reports to the GLO. If the GLO denies a fee submitted by the City, it will be a cost to the City. If the GLO denies a fee submitted by the Park Board, it will be a cost to the Park Board.

The City shall retain all fines collected for failing to purchase parking in the designated spaces delineated in the Seawall Paid Parking Program.

Beach Parks managed by the City (Pocket Parks) and Park Board (Apffel Park, Stewart Beach, Dellanera) will participate in a beach park reciprocity program which allows annual passes sold at their corresponding parks to be honored at all beach park locations. Seawall Urban Park parking spaces are not included in the beach park reciprocity program. Neither the City nor the Park board have the authority to issues free annual passes.

Annual passes sold via the PayByPhone App exclusively for Seawall Beach parking spaces are not included in the beach park reciprocity program and will not be honored at the beach parks.

The PayByPhone contract or the equivalent or replacement will be held by the City. The City will coordinate with PayByPhone or its equivalent to ensure that the Park Board has the ability to directly communicate. The City and Park Board agree to coordinate with each other concerning future contracts concerning the PayByPhone system or other system that affects the collection of paid parking revenue.

The Park Board may be requested to maintain a Call Center for Pay-By-Phone users for the Seawall Parking Program. The costs of the Call Center will be borne exclusively by Seawall Paid Parking revenues. The Call Center will be available 7 days a week from 10am to 6pm.

The City will maintain an island wide contract with G-Techna or its equivalent for the paid parking software. The City will pay all costs for the annual software licensing of G-Techna or its equivalent. The Park Board will purchase and maintain the supplemental G-Techna permit function on behalf of the City which will allow the Park Board to track annual passes and the City to process its residential permits.

The Park Board will provide an annual assessment of the state of capital improvements on the Seawall, and the City may include the Park Board in discussions concerning such improvements on the Seawall.

Capital assets of the Seawall Paid Parking Program shall remain the property of the City. Capital assets acquired via Seawall Paid Parking and other outside funding sources shall be transferred in whole to the Seawall Paid Parking program upon a cash basis payment value of the asset.

The Park Board is not responsible for enforcing parking violations in the neighborhoods and all enforcement in the neighborhoods surrounding Seawall Boulevard remains the responsibility of the City.

The Park Board will be responsible for litter control, graffiti control and rodent control along the Seawall Boulevard beginning at easternmost end and ending at Beach Access Point #4 also known as the 103<sup>rd</sup> street parking lot. Annually, the City will pay the Park Board \$200,000 for these services. The payment will be paid at the beginning of each fiscal year for the performance of these services. The maintenance and janitorial services including the removal of trash from all newly installed bus shelters and the five restrooms located at 61<sup>st</sup>, 53<sup>rd</sup>, 45<sup>th</sup>, 29<sup>th</sup> and 19<sup>th</sup> streets along Seawall Boulevard will be provided by the Park Board. The costs for services to Seawall Corridor enhancements will be an expense of the Seawall paid parking program. The cost of services for the remainder of the Seawall will be an expense of Park Board HOT funds dedicated to Seawall beach maintenance. The cost for the litter control, graffiti control and rodent control along the seawall will be paid with the \$200,000 annually from the City's Convention Center Surplus funds..

The Park Board will be responsible for all maintenance and upkeep of Seawall Corridor enhancements including landscaping for the installed planters located at 81<sup>st</sup>, 61<sup>st</sup>, 53<sup>rd</sup> and 33<sup>rd</sup> streets along Seawall Boulevard. Maintenance and upkeep is to include but not limited to general repairs, weeding, cigarette butt removal and cleaning, as stated above. The City will be responsible for the costs of electricity for all lighting, cost for watering of any decorative vegetation and all capital costs for repairs or replacement of the lighted bollards, restrooms, bus shelters, and the structures at Fort Crockett Park. Costs for these services will be an expense of the Seawall Paid Parking program. Corridor restroom, landscaping, and the bus shelter servicing and cleaning costs will constitute part of the maintenance and upkeep costs of Seawall Improvements and will be included in the Seawall Paid Parking annual budget submitted by the Park Board.

The Park Board will make recommendations to the City for needed capital replacements or major repair based on the previous year's servicing and other field observations. Major damage to Seawall Corridor enhancements will be reported to the City as soon as possible.

#### 16. Park Closures

On or before March 1st the Park Board and City will share a list of potential park closure dates for traffic control, security or public safety purposes to be submitted to the GLO jointly for approval. The Park Board and City agree that if public safety is threatened, prior notice for closures may not be required. The Park Board will notify the City Manager or designee immediately upon the decision to close a recognized beach access point due to safety or health concerns. The City will notify the Park Board if the City elects to close recognized beach access points due to safety or health concerns.

#### 17. Collection of Hotel Occupancy Taxes (HOT)

The collection of HOT is set out in the November 17, 2014 Interlocal Cooperation Agreement between the City and Park Board of Trustees for Matters Relating to the Seawall Paid Parking Program, the East End Lagoon, West Beach Maintenance, Seawall Litter Cleanup and Local Hotel Occupancy Tax Collections which is terminated, and all relevant terms are included in this

Agreement. The Administrative Agreement which delineated responsibilities in the November 17, 2014 Interlocal Agreement are also terminated.

Reports concerning the HOT collections are provided to the City monthly. The Park Board shall maintain complete and accurate financial records for the collection of all HOT taxes and the Park Board will provide the City monthly reports of HOT collections that delineate HOT payments, interest and penalties collected. Final reports will be sent to the City's Finance Director monthly no later than the end of the following month of collections.

Monthly HOT reports will include a listing of all paid accounts. Accounts that are over 30 days delinquent will be issued a "payment past due and late fee" notification by the Park Board. Accounts that are 90 days delinquent shall be referred to the City Finance Director along with all supporting data. All collected fines and penalties are paid to the City. All interest paid remains with the HOT account. The City is solely responsible for negotiating and/or resolving all disputed HOT issues. All expenses incurred with the collection and disbursement of HOT is a Park Board expense. Any costs associated with litigation or disputes over HOT is a City expense.

The Park Board will work collectively with the City Auditor on the development of an annual audit calendar. The Park Board will select and contract the independent auditor to conduct the annual audits.

The City Auditor will develop selection criteria to ensure a statistically accurate sample of HOT accounts is audited each fiscal year. Utilizing these criteria, the City Auditor will provide a list of accounts subject to the independent audit firm consistent with the approved audit calendar.

The City retains the right for the City Auditor to conduct a contemporaneous audit of HOT contributions from local properties. The Auditor will obtain City Council approval in advance of conducting this type of review.

As per City Ordinance, the Park Board will collect a \$50 registration fee for each new short-term rental (STR). Any property not previously listed on the HOT rolls who wishes to enroll as a STR will be required to pay a onetime \$50 fee. All generated registration fees will accrue at the Park Board. The Park Board distributes HOT as required by state statute, bond obligations and City directives.

#### 18. Special Events, excluding Mardi Gras, on the Seawall

Special Events sometimes occur on the Seawall. When an Event promoter, other than for Mardi Gras, desires to have an event on the Seawall, they must pay a BUF if any paid parking spaces on the Seawall are unavailable to the public. The City of Galveston is responsible for the negotiation of all special event contracts which close city streets. The Park Board is responsible for the collection and reporting of BUF on the Seawall and if this situation occurs, accounting and reporting must be made to the GLO. When a contract is signed with a promoter, the Park Board will be provided a copy of applicable sections to facilitate and support its BUF reporting. Payments for the spaces will be invoiced by the Park Board based on copies of the contracts



from the City and paid in the month that they are occupied by the promoter. Additionally, spaces accounted for in the Beach Access Plan that have been allocated for commercial use will be inventoried and invoiced annually. Copies of the invoice and payments will be submitted to the Park Board for inclusion in the quarterly BUF report.

19. Seaweed Removal from the Pocket Parks Beachfront

The Park Board will conduct seaweed relocation services as the Pocket Parks as scheduled at Dellanera Park. The cost of personnel and equipment for this seaweed relocation will be invoiced as set out in paragraph 21. The Park Board will provide relocation as required by law and in compliance with the Park Board's permit SWG-2014-00448. The Park Board will not provide beach grooming services.

The City will obtain all relevant GLO required permits for beach cleaning and provide a copy to the Park Board by March 1<sup>st</sup> of each year. If the City has not processed the appropriate permits, the Park Board will not be obligated to provide services.

20. Trash Pickup and Lifeguard Services on the Public Beaches

The Park Board receives HOT funds dedicated to clean, maintain and provide lifeguard services at public beaches as defined in Texas Natural Resource Code section 61.063. There is no requirement for lifeguard towers in the west end. The location of the lifeguard towers is at the discretion of the Park Board and Galveston Island Beach Patrol.

The City will advise its vendors at the pocket parks that trash cans maintained by the Park Board are for public use only and not for vendor business operation usage.

21. Funding for Services to Clean and Maintain Beach Access Points and the Seawall Beach

"Clean and Maintain" beaches as described in Natural Resource Code Sec. 61.063 means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected and includes the employment of lifeguards, beach patrols and litter patrols.

The Park Board receives HOT funds to promote tourism, provide lifeguarding services and to clean and maintain public beaches with the exception of Jamaica Beach and the Galveston Island State Park. The Park Board will maintain public beaches, select City of Galveston beach access points and the Seawall beaches free of litter and debris, provide solid waste removal, maintain vehicular access, maintain signage, inform the City of needed replacements and replace bollards and place temporary bathrooms at access points designated by the City.

The Park Board will assume all costs related to the provision of services detailed in Section 21, which include: maintaining the beach, as defined below, free of litter and debris, providing solid waste removal, maintaining vehicular access, maintaining signage is erect and informing

the City of needed replacements of signage, replacing bollards and placing temporary bathrooms. All of these costs will be allocated from the HOT collected for this service.

The area of responsibility for this service includes the coastline from the water's edge to the dune area from East Beach to San Luis Pass, with the exception of Jamaica Beach and the State Park. Additional areas include City of Galveston recognized Beach Access Points, with the exception of off-beach Access Points.

The Park Board will also maintain the Seawall earthen beach access ramps and indemnify, to the extent allowed by law, the City and County of Galveston.

The Park Board will maintain signage at the on beach access points and adjoining beachfront. The City will provide the signage at its costs and a master list of required signage at all beach on beach access points. Any non-beachfront signage or bollards needed at the pocket parks or pocket park parking lots will be the responsibility of the City. The Park Board will install, maintain and repair all bollards on the beachfront and access points. The City will provide a master list of signage at all beach access points to guide the Park Board in its responsibilities. The city will also provide copies of updated and adopted beach access plans and needed signage changes associated with those updates.

Park Board litter, debris and vehicular access control at west-end beach access point entrances begins at the end of the asphalt roads leading to the access point. Park Board litter and debris control at Boddecker Drive begins at the Apffel Park east entrance and ends at the Seawall blvd. intersection. Park Board litter and debris control at Apffel Park Road ~~and East Beach Drive~~ beginning at the Apffel Park west entrance and ends at the intersection connecting Apffel Road and East Beach Drive.

The Park Board may request the use of City equipment and City personnel to operate the equipment. If this occurs, the Park Board will pay the City the actual cost of the personnel and the equipment cost using the most recently published FEMA Schedule of Equipment. The City will invoice the Park Board for these services. The Park Board may dispute any amount they disagree with by doing so within 20 business days of receiving the invoice. If no objection is made within 20 business days, the City may assume there is no dispute and the Park Board will pay the invoiced amount within 30 days.

The City may request the use of Park Board equipment and Park Board personnel to operate the equipment. If this occurs, the City will pay the Park Board the actual cost of the personnel and equipment cost using the most recently published FEMA Schedule of Equipment. The Park Board will invoice the City for these services. The City may dispute any amount they disagree with by doing so within 20 business days of receiving the invoice. If no objection is made within 20 business days, the Park Board may assume there is no dispute and the City will pay the invoiced amount within 30 days.

The Park Board will install, maintain and repair all bollards on the beachfront and access points. The Park Board will not be responsible for repairs or capital improvements to the City or privately -owned beach walk over ramps.

#### 22. East End Lagoon Nature Park

The City owns an area north of Apffel Park known as the East End Lagoon (EEL). By City Ordinance the City assigned management and control of the EEL to the Park Board. The Park Board maintains an advisory committee, which includes a representative from the City, to offer suggestions for the development of the EEL and seek funding to support future improvements.

The City will make its best efforts to locate a funding source for infrastructure improvements such as drainage management and make its best efforts to upgrade Boddeker Drive.

The City and Park Board have agreed on a five year development plan for East End Lagoon. The plan, while authorized, will require approval of all capital expenditures as stipulated in City Code §26-54. The Park Board will actively seek grant funds for the proposed projects and request minimal financial support from the City of Galveston for the initial five years of the development plan.

#### 23. Revenue Sharing

The Park Board is committed to deliver to the City three payments. The first payment is for the fiscal year 2018-2019 in the amount of \$200,000 and is due at the commencement of this agreement. The second payment is for the fiscal year 2019-2020 in the amount of \$250,000. The third payment is for the 2020-2021 fiscal year in the amount of \$300,000. The second and third payments are due at the close of each corresponding fiscal year. The \$300,000 payment will continue annually as long as the agreement is in effect and not changed by mutual agreement of the parties.

The Park Board and City understand that there may be serious man-made, natural weather or press related incidents that could significantly impact park admissions for that season which would affect the ability to make revenue sharing payments. If there is a situation that warrants a reduction in a payment, the Park Board will submit the request for the reduction and the reason for the request to the City Council. The City Council will have the final decision concerning any reduction in a revenue sharing payment..

#### 24. Indemnification

THE CITY SHALL, TO THE EXTENT ALLOWED BY LAW, HOLD HARMLESS, INDEMNIFY AND DEFEND THE PARK BOARD, 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 PARK BOARD, 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 CITY, ITS OFFICERS, AGENTS OR EMPLOYEES

25. No Assignment

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

26. 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.

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 23<sup>rd</sup> Street  
Galveston, Texas 77550  
Phone: 409-797-5000

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

1. Texas Local Government Code Section 306.011 et seq.
2. Texas Local Government Code, Chapter 102 (Municipal Budget)
3. Texas Local Government Code, Chapter 252 (Municipal Authority to Purchase and Contract)
4. Texas General Land Office (GLO) Beach User Fee requirements (BUF)
5. Local Hotel Occupancy Tax (HOT) rules including a limitation of actual administrative costs not to exceed 10%
6. City of Galveston Codes of Ordinances Section 26-52 (Records)
7. City of Galveston Codes of Ordinances Section 26-54 (Areas Under the Control of the Park Board)
8. Texas Tax Code Section 156.2511 (HOT for beaches)
9. Texas Natural Resource Code Sec. 61.063 (Clean and Maintain Beaches)
10. Texas Tax Code Chapter 351 (Collection and Distribution of Local HOT)
11. City Ordinance 15-002 (operation of short-term rentals)
12. May 14, 2011 Special Election for the authorization to charge a fee for parking on the Seawall
13. List of City of Galveston Beach Access points maintained by the Park Board

## **Exhibit A**

The following property owned, leased, or otherwise under the care, control and custody of the city are hereby placed under the management and control of the board created in this article:

### **Recreational parks known and designated as;**

**R.A. Apffel Park  
East End Lagoon Nature Park  
Big Reef Nature Preserve  
Stewart Beach Park  
Seawall Urban Park  
Seawall Boulevard  
Seawall Beach  
Dellanera Park  
Seawolf Park**

**Litter and Debris Control along the Coastline from the water's edge to the dune area or base of Seawall from East Beach to San Luis Pass including west-end Beach Access Point entrances.**

### **Seawall Earthen Beach Access Ramp Maintenance**

**Litter, Debris, Rodent and Vegetation Control along the Seawall Boulevard beginning at the easternmost end and ending at Beach Access Point #4 also known as the 103<sup>rd</sup> street parking lot**

**Litter and Debris control along Apffel Park Road beginning at the R.A. Apffel Park west entrance and ending at the intersection connecting Apffel Road and East Beach Drive.**

**Litter, Debris and Sand Drift control along Boddecker Drive beginning at the R.A. Apffel Park east entrance and ending at the Seawall blvd**

**The Park Board shall not responsible for maintaining the Jamaica Beach and the Galveston Island State Park coastline**

(1)

-(b)

The city council expressly reserves the right and authority to hereafter place other beach parks and facilities of said city under the management and control of board.

**Any lease of City parks managed by the Park Board, or lease of permanent structures or lease of personal or real property inside of City owned parks, cannot exceed three years without the prior approval of City Council.**

**Any capital expenses, maintenance and repairs over \$125,000 or aggregated amounts over \$125,000 will be submitted to City Council for their approval prior to being implemented.**

**Annually the Park Board will present to Council for approval its five-year capital improvement plan for City owned/managed assets. Approval of the capital improvement plan does not exempt the Park Board from the requirement of City Council approval for capital expenses over \$125,000 or aggregated amounts for capital expenses over \$125,000.**