



GLEN SMITH – Mayor
 JOHNNY TRAN – Councilmember Place 1
 JUDY CHAVEZ – Councilmember Place 2
 MARY CROCKER – Councilmember Place 3
 TROY LEWIS – Councilmember Place 4
 ANDY ERDELT – Councilmember Place 5
 STEPHEN MCGOVERN – Councilmember Place 6

CITY OF PALACIOS CITY COUNCIL REGULAR MEETING AGENDA

Notice is hereby given of a Regular Council Meeting of the Palacios City Council to be held November 14, 2017, beginning at 7:00 p.m. in the Council Chambers of City Hall, 311 Henderson Avenue, Palacios, TX, for the purpose of considering the following items:

REGULAR COUNCIL MEETING

CALL TO ORDER

INVOCATION – Councilmember Chavez

PLEDGE OF ALLEGIANCE – Councilmember Crocker

PLEDGE TO TEXAS FLAG – Councilmember Crocker

PLEDGE TO PALACIOS FLAG – Councilmember Crocker

VISITOR / CITIZEN FORUM

ADMINISTRATIVE REPORTS

1. New City Treasurer- Tammy McDonald
2. Palacios Pavilion Project
3. Two Public Hearings on 28th
4. Looking for EDC and Committee members

PROCLAMATION

1. School Board Recognition Month

ITEMS TO BE CONSIDERED

1. Discuss and consider approving an Independent Contractor Agreement with Debristech, LLC.
2. Discuss and approve an Annual Letter of Agreement with STP.
3. Discuss and consider a contract for financial services between The City and Jackie Miller
4. Discuss and consider cancelling the December 26, 2017 Regular Council Meeting.
5. Discuss and consider action to approve the following consent agenda items:
 - a) Minutes of the October 24, 2017 Regular Council Meeting
 - b) Excuse absence of Councilmember Chavez from the October 24, 2017 Council Meeting

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, (Open Meetings Law) the Council

May go into Executive (closed) session in order to:
Consult with its attorney (551.071)
Discuss Real Estate transaction (551.072)
Deliberation regarding prospective gifts or donation (551.073)
Discuss personnel matters (551.074)
Deliberation regarding security devices (551.076)
Discuss economic development negotiations (551.087)

ADJOURN

In compliance with the Americans with Disabilities Act, the City of Palacios will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact City Hall, at 361.972.3605.

CERTIFICATION

I certify that a copy of the November 14, 2017 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00p.m. on November 10, 2017.

CALL TO ORDER

INVOCATION – Councilmember Chavez

PLEDGE OF ALLEGIANCE – Councilmember Crocker

PLEDGE TO TEXAS FLAG – Councilmember Crocker

PLEDGE TO PALACIOS FLAG – Councilmember Crocker

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ADMINISTRATIVE REPORTS

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PROCLAMATION

1. School Board Recognition Month

School Board Recognition Month – Sample Proclamation

WHEREAS, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students; and

WHEREAS, local school board members are responsible for ensuring the structure that provides a solid foundation for our school system; and

WHEREAS, local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW, THEREFORE, I, _____, do hereby declare my appreciation to the members of the _____ School Board and proclaim the month of January 2018, as

SCHOOL BOARD RECOGNITION MONTH in _____. I urge all citizens to join me in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature this _____ day of _____, 2018.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into effective as of the 14th day of November, 2017 (the “Effective Date”), by and between PALACIOS, TEXAS (the “City”) and DEBRISTECH, LLC, a Mississippi limited liability company (the “Contractor”).

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the City to perform the services described in Exhibit A attached hereto (collectively, the “Contractor Services”).

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers’ compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the City and Contractor may have other business interests and may engage in other activities in addition to those relating to the City.

4. Notice to Proceed - During a disaster event, the City will assess the situation and a Notice to Proceed will be issued from the Mayor or his successor to the Contractor triggering the activation of this contract. For clarification, any requests to proceed or declination of services shall be in writing by the Mayor or his successor.

5. Term. Subject to the provisions of Paragraphs 5 and 6, the term of this Agreement shall commence on October 1, 2017 and terminate on September 30, 2019, and the option to extend annually for up to three (3) years with an annual recertification and price adjustment. Debris Monitoring Services shall be put out for Competitive Bidding once every five (5) years, at a minimum.

6. Termination.

(a) Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the City of Palacios may serve written notice upon the Contractor of its intention to terminate the contract.

(b) The notices shall contain the reasons for such intention to terminate the Contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within thirty (30) days, the Contract shall, upon the expiration of said thirty (30) days, cease and terminate. In the event of any such termination, the City of Palacios shall immediately serve notice thereof upon the Contractor.

(c) The City or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice.

7. Compensation. The City will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the City will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. The parties acknowledge and agree that it is necessary and reasonable for Contractor's personnel to work overtime to perform the Contractor's Services. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the City on a weekly basis. Payment shall be due from the City to the Contractor within fifteen (15) days of the regular meeting of the County Commissioners Court immediately following receipt of the invoice. Interest of one and a half percent (1.5%) per month shall accrue against any amounts overdue in excess of thirty (30) days past the deadline in previous sentence. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed \$500,000 (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

8. Sub-Contractors.

(a) Contractors may use Subcontractors for this project. Contractor must list Subcontractors proposed for this project and their respective duties.

(b) No Subcontractor may provide services unless the City of Palacios consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the City of Palacios as are specified in the The City of Palacios' contract with the Contractor, unless Contractor provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for the City of Palacios to review upon request.

(c) Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the City, upon the City's request, that such have been paid). Notwithstanding, the City may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the City shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

(d) No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

(e) Non-Disclosure. In connection with the Contractor Services, the City may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, "Confidential Information"). During the term of this Agreement and for three (3) years thereafter, the City: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the City's employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the City under this Agreement. The

Contractor shall clearly mark and identify all information given to the City that Contractor deems confidential. Anything required to be public under The Public Information Act shall remain public and the City shall not be held liable for disclosure of such information. City agrees to seek an Attorney General's Opinion on the nature of the information before disclosing. The Contractor may assist the City in describing the reasons the information is confidential in the request for opinion. The City shall be responsible for any unauthorized disclosure or use of Confidential Information by the City's employees, agents and representatives that is not classified public information under The Public Information Act.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the City; (ii) was available to City on a non-confidential basis prior to its disclosure by the Contractor or its agents; or (iii) becomes available to City on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the foregoing, if City is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, City shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. City agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, City is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

(f) Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the "Mediation Period"). The mediation shall be conducted in Houston, Texas or agreeable location within 100 miles of the City of Palacios by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the appropriate court in Matagorda County, Texas.

11. Insurance. Contractor shall maintain as a condition precedent to this Agreement approved and satisfactory insurance, as follows:

(a) Commercial General Liability - A policy in the minimum amount of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage combined. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the City, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the City.

(b) Business Automobile Liability. The coverage of this insurance shall apply to owned, non-owned and hired automobiles with limits not less than \$300,000.00 each person and \$500,000.00 each accident for bodily injury and \$100,000.00 each accident for property damage.

(c) Worker's Compensation and Employers Liability Insurance. In accordance with the laws of that State of Texas. Coverage shall be an amount not less than \$1,000,000.00 per employee for each accident or disease.

(d) Additional Insured and Waiver of Subrogation. All insurance policies required by this Contract, except Workers Compensation, shall name the City as an additional insured and shall contain a waiver of subrogation against the City, its agents and employees. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the City as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.'

(e) Discharge of Claim or Right. No claim or right arising out of a breach of this contract can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved.

(f) Claims Made Basis. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Contract is completed.

(e) Condition Precedent. Contractor shall furnish the City as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

(f) Cancellation of Policy. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the City.

12. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the City, which shall not be unreasonably withheld.

13. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

14. Contract Work Hours and Safety Standards Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

15. Clean Air Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. §7401, et seq.).

16. Federal Water Pollution Control Act (Clean Water Act). During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.).

17. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

18. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

19. Non-Discrimination and Opportunity. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as required by applicable law setting forth the provisions of this nondiscrimination clause.

(a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will received

consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

(b) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(c) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

(e) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin

(f) The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

(g) The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

(h) The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

(i) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(j) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. Minority Businesses, HUB Notification. The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to County under this Agreement from minority and women owned businesses using the affirmative steps outlined in 2 CFR 200.321(b).

21. Davis-Bacon Act - Davis-Bacon Act ([40 U.S.C. 3141- 3144](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay wages not less than once a week.

22. Disclosure of Certain Relationships. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of the City of Palacios no later than the seventh business day after the date the person engages or communicates with the City of Palacios or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

22. Certificate of Interested Parties - Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code §

2252.908. Form 1295 must be completed by vendor at time of signed contract submittal. Contractor is responsible for completion of this from.

23. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

24. Non-Appropriation. All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made. If an agreement made, the City reasonably believe that legally available funds in an amount sufficient to pay all amounts due can be obtained.

25. Immunity. The City does not agree to waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. The City specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

26. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

DebrisTech, LLC
Attn: Brooks Wallace
925 Goodyear Boulevard
Picayune, Mississippi 39466

If to the City

Mayor Glen Smith, or his successor
City of Palacios
PO BOX 845
311 Henderson
Palacios, TX 77465

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective under Texas Rules of Civil Procedure Rule 5.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the City's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the City may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the City on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both City and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the City, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the City.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CITY-

DEBRISTECH, LLC

PALACIOS, TX

By: _____
Brooks R. Wallace, President

By: _____
Name: Glen Smith
Title: Mayor

ATTEST:

Angela Flores, City Secretary

EXHIBIT A
SCOPE OF SERVICES

Scope of Services:

Disaster Debris Monitoring Services - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas.

1. The Disaster Debris Monitoring Contract will encompass the incorporated areas of the City of Palacios. The City of Palacios' disaster recovery planning includes considerations for removing and processing the volumes and types of debris and waste expected to be generated by a major disaster such as a tornado or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property, public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas throughout Palacios, Texas using entity-owned forces, in accordance with current statutes and regulations.

2. Services shall be performed on an "as needed basis" when directed by the City of Palacios. The City of Palacios will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with the City of Palacios shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the City of Palacios. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials.

3. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City of Palacios for its use in providing documentation of State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the City of Palacios staff in compiling and managing information and data necessary for those purposes.

4. Prior to initiating work under this project, the Contractor shall present to the City of Palacios for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the City of Palacios to begin work. When identifying resources to be made available under this contract, the Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS

operations, etc.) that will be deployed by the Debris Management contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Contractor/Sub-Contractor(s) and a general equipment/personnel inventory will suffice.

5. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with the City of Palacios designated departments and/or personnel when so authorized by the City of Palacios. To the extent authorized by the City of Palacios or designee, the Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces.

6. The Contractor shall provide reports, summaries, and analysis of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the City of Palacios upon issuance of the authorization to proceed. The Contractor shall be prepared to advise the City of Palacios and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

7. Specific services may include:

- i Serving as "Debris Manager" for disaster debris operations.
- i Coordinating daily briefings on the status, effectiveness, volumes handled, staffing, and other pertinent data for all debris operations with the City of Palacios management staff.
- i Monitoring and supervision of Temporary Debris Staging and Reduction Sites (TDRS) locations and any other permitting/regulatory issues as necessary.
- i All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
- i Site Safety Plan preparation and maintenance.
- i Scheduling work for all team members and contractors on a daily basis.
- i Hiring, scheduling, and managing field staff.
- i Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- i Assisting the City of Palacios with responding to public concerns, comments, and complaints.
- i Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

- i Truck and trailer measurement, certification, marking and tracking.
- i Equipment registry and tracking.
- i Debris/waste management workforce registry and tracking.
- i Debris management tracking.
- i Trip ticket management.
- i Entering load tickets into a database application.
- i Digitization of source documentation (such as load tickets).
- i Developing daily operational reports to keep the City of Palacios informed of work progress.
- i Development of maps, GIS applications, etc, as necessary.
- i QA/QC program management.
- i Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City of Palacios for processing.
- i Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by the City of Palacios and designated debris removal contractors.
- i Final report and appeal preparation and assistance.
Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the City of Palacios.

8. Public Assistant Consulting Services - As directed by the City of Palacios the Contractor shall provide:

- i Identification of eligible emergency and permanent work (Category A-G);
- i Damage Assessment
- i Assistance in attaining Immediate Needs Funding;
- i Prioritization of recovery workload;
- i Loss measurement and categorization;
- i Insurance evaluation, documentation adjusting and settlement services;
- i Project Worksheet formulation, generation and review.
- i FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- i Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- i Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- i Appeal services and negotiations;
- i Reconstruction and long-term infrastructure planning; and
- i Final review of all emergency and permanent work performed.

9. Contractor must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City of Palacios payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Contractor must also have: (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects. Although a single Contractor is preferred, the City of Palacios may at its sole discretion award multiple contracts if no single Contractor is capable of providing all of the necessary services or as a reserved back up.

10. The debris management operations will be carried out under the direction of Matagorda County Emergency Management in conjunction with other City of Palacios. The City of Palacios will be pre-contracting with one primary vendor for debris removal operations. That vendor will also be responsible, under certain conditions, for removal of hazardous, and toxic/hazardous waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That vendor is responsible for: (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of-ways, and public property, (3) operating Temporary Debris Staging and Reduction Areas, (4) volumetric reduction of debris, and ultimate disposal of the debris and waste. The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of-ways as recovery progresses. The City of Palacios will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or removal management vendor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal vendor will be set aside for collection and disposal by the debris removal vendor's properly trained and equipped removal team. The City of Palacios will pre-designate approximately Temporary Debris Staging and Reduction Sites (TDRS) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. Matagorda County will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Contractor will be expected to provide debris monitoring services at each TDRS and landfill as well as in the field during clearing, loading and hauling operations. The Contractor will be responsible for monitoring all of the Debris Removal/Hauling activities during the course of the recovery/cleanup period.

EXHIBIT B

PAYMENT SCHEDULE

COST PROPOSAL FORM - The hourly labor rates shall include all applicable overhead and profit. Non-labor related project costs will be billed to the City of Palacios at cost, without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Manager	\$85.00
Operations Managers	\$70.00
Scheduler/Expeditors	\$0.00**
GIS Analyst	\$0.00**
Field Supervisors	\$50.00
Debris Site/Tower Monitors	\$38.00
Environmental Specialist	\$75.00
Data Manager	\$0.00**
Field Coordinators (Crew Monitors)	\$38.00
Load Ticket Data Entry Clerks (QA/QC)	\$0.00**
Billing/Invoice Analysts	\$0.00**
Project Coordinators	\$0.00**

**Due to the size of the project this position will not be needed

2. Discuss and approve an Annual Letter of Agreement with STP.

November 14, 2017

Vivian Wagnon
Emergency Response Division
STP Nuclear Operating Company
PO Box 289
Wadsworth, TX 77483

Dear Ms. Wagnon,

The City of Palacios hereby pledges support to the South Texas Project Nuclear Operating Company during any emergencies, drills and exercises. We will continue to attend trainings and will continue to execute our responsibilities under the Emergency Management Plan.

This support will join forces with Matagorda County and the City of Bay City as we plan to work together to help you save lives, minimize damage, alleviate suffering and to restore and rehabilitate property and society with in our respective jurisdictions.

Sincerely,

Glen Smith
Mayor, City of Palacios

hours per month, unless Miller obtains written authorization for such additional hours from the City.

4. It is agreed between the parties that Miller is an independent contractor, that she is not an employee of the City, is not eligible for any of the benefits provided to city employees, and the forgoing payment constitutes all of the benefits and other forms of compensation to be paid to Miller.

5. This agreement constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements among the parties relating to matters herein. Except as otherwise provided herein, this agreement cannot be modified without written consent of the parties.

6. The parties agree that should any provision of this agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this agreement, which shall continue in full force and effect.

7. This Agreement is effective as of the date of the last signature hereto.

DATED this 14th day of November, 2017.

CITY OF PALACIOS

GLEN SMITH, Mayor

ATTEST:

ANGELA FLORES, City Secretary

JACKIE MILLER

4. Discuss and consider cancelling the December 26, 2017 Regular Council Meeting.



GLEN SMITH – Mayor
JOHNNY TRAN – Councilmember Place 1
JUDY CHAVEZ – Councilmember Place 2
MARY CROCKER – Councilmember Place 3
TROY LEWIS – Councilmember Place 4
ANDY ERDELT – Councilmember Place 5
STEPHEN MCGOVERN – Councilmember Place 6

**CITY OF PALACIOS
CITY COUNCIL REGULAR MEETING MINUTES
October 24, 2017**

REGULAR COUNCIL MEETING

CALL TO ORDER

INVOCATION – Councilmember Tran

PLEDGE OF ALLEGIANCE – Councilmember Tran

PLEDGE TO TEXAS FLAG – Councilmember Tran

PLEDGE TO PALACIOS FLAG – Councilmember Tran

COUNCILMEMBER ABSENT: Councilmember Chavez

CITY STAFF PRESENT: David Kocurek, Angela Flores, Chief Miles

VISITOR / CITIZEN FORUM- Patricia Loving mentioned that Early Voting was going on at the Annex. She suggested the City Manager to put blurbs on action items with small descriptions.

ADMINISTRATIVE REPORTS

1. Harvey Update- 2 meetings with FEMA to kick off reimbursement.
2. Harvest Moon Oct. 21, 2017 6:00 p.m.
3. STP celebrating 20 year extension
4. October 28- Pedal Palacios
5. October 28 Trunk or Treat at Old Rainbowland
6. Jackie Miller will be leaving the City of Palacios

ITEMS TO BE CONSIDERED

1. Discuss and consider action to approve a Services Proposal from RPA Architects in the amount of \$10,634.05 to complete Pavilion Project
Councilmember Tran motioned to approve the Proposal
Councilmember Crocker seconded
There was no opposition
With no opposition, the motion carried
2. Discuss and consider action to approve the following consent agenda items:
 - a) Minutes of the September 10, 2017 Regular Council Meeting
Councilmember Erdelt motioned to approve the Consent Agenda
Councilmember McGovern seconded.
There was no opposition
With no opposition the motion carried

EXECUTIVE SESSION 7:17PM

In accordance with Chapter 551, Government Code, (Open Meetings Law) the Council May go into Executive (closed) session in order to:

Consult with its attorney (551.071)

- a. Consultation with attorney pertaining to Pavilion Contract

Discuss Real Estate transaction (551.072)

- b. Real Property to Purchase and Sale/Deed property located at 0 Duson.

Deliberation regarding prospective gifts or donation (551.073)

Discuss personnel matters (551.074)

- c. City Manager's Compensation

Deliberation regarding security devices (551.076)

Discuss economic development negotiations (551.087)

ACTION ON EXECUTIVE SESSION- 8:24

- a. Consider Take Over Agreement for Pavilion Project
Councilmember Crocker motioned to approve the Take Over Agreement
Councilmember Erdelt seconded
There was no opposition
With no opposition, the motion carried.
- b. Possible action to regarding property located at 0 Duson
Will be taken in November
- c. Consider City Manager's Compensation
City Manager will receive a 4% Raise to \$82,000 annual Salary
Councilmember McGovern motioned to approve to rate increase
Councilmember Lewis seconded
There was no opposition
With no opposition, the motion carried

ADJOURN 8:26PM

Councilmember McGovern motioned to adjourn the meeting
Councilmember Lewis seconded
There was no opposition
With no opposition, the motion carried.

Glen Smith, Mayor

Angela Flores, City Secretary

b) Excuse absence of Councilmember Chavez from the October 24, 2017 Council Meeting

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, (Open Meetings Law) the Council
May go into Executive (closed) session in order to:

Consult with its attorney (551.071)

Discuss Real Estate transaction (551.072)

Deliberation regarding prospective gifts or donation (551.073)

Discuss personnel matters (551.074)

Deliberation regarding security devices (551.076)

Discuss economic development negotiations (551.087)

ADJOURN

In compliance with the Americans with Disabilities Act, the City of Palacios will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact City Hall, at 361.972.3605.

CERTIFICATION

I certify that a copy of the November 14, 2017 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00p.m. on November 10, 2017.