

Surfside Beach City Council Meeting

Tuesday July 9, 2024

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

An agenda information packet is available for public inspection on the website at
www.surfsidetx.org

NOTICE IS HEREBY GIVEN that the City Council of the Village of Surfside Beach will conduct a Council meeting scheduled for **7:00 p.m. on Tuesday July 9, 2024**. To view the meeting electronically please use the following website:

<https://us02web.zoom.us/j/84253545017?pwd=VFhGMXRoZmJHNG5lcDBlSlJ3MldlUT09>

Meeting ID: 842 5354 5017 Passcode: 1304

The City Council reserves the right to meet in closed session on any agenda item, should the need arise and if applicable, pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

COUNCIL MEETING:

- 1) CALL TO ORDER, QUORUM IN ATTENDANCE
- 2) INVOCATION, PLEDGE OF ALLEGIANCE
- 3) Mayor/council/department head reports
- 4) Business of visitors not on the agenda.
- 5) ALL ITEMS UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE SELF-EXPLANATORY, AND THE COUNCIL WILL ENACT THEM WITH ONE MOTION. UNLESS A COUNCIL MEMBER SO REQUESTS, NO SEPARATE DISCUSSION OF THESE ITEMS WILL OCCUR.
CONSENT AGENDA:
 - A. Consider approval of minutes from the Council meeting on June 11, 2024.
 - B. Consider approval of accounts payable from June, 2024.
- 6) Discuss and take possible action to approve an agreement between Surfside Beach and i3 Public Sector for NET Data Applications, GHS Collections and credit payment processing. *Janet Solis*
- 7) Discuss and take possible action to set dates for budget meetings and public hearings on tax rate and budget. *Bisso*
- 8) Discuss and take possible action regarding appointing a Police Department Liaison from Council. *Parsch*
- 9) Discuss and take possible action to approve an Interlocal Agreement between the Village of Surfside Beach and the Brazoria County Health

Department regarding immunizations and medical treatment during a public health emergency. *Bisso*

- 10) Discuss and take possible action regarding Cyber Liability and Data Breach Response Coverage through TML. *Bisso*
- 11) Discuss and take possible action to adopt an ordinance creating a framework for enforcement of double red flag rules to enhance public water safety in extreme conditions and creating an exemption allowing surfing with appropriate equipment to continue unhindered in Surfside. *Gerber*
- 12) Discuss and take possible action to adopt an ordinance that defines and outlines the roles and responsibilities, as well as formally establishes in municipal code the department of Emergency Medical Services (EMS) for Surfside Beach Texas. *Gerber*
- 13) Discuss and take possible action regarding placing a temporary building moratorium on properties served by the AirVac Sewer System for health and safety reasons until substantial repairs can be completed and the system returned to full operational capacity. *Kedlarchuk*
- 14) Discuss and take possible action to strike from the Surfside municipal code of ordinances language stating: Members of the village police department will receive an hourly increase in compensation after obtaining the following certifications from the Texas Health Department EMT, EMT1 and Paramedic. The amount of the hourly increase will be set by the city council and require a majority vote of councilmembers at any regular or special meeting of the City Council.(Ord. No. 89-11, § 4(6), 10-3-1989; Ord. No. 2013-10, 10-8-2013)

From the section titled : ARTICLE II. - POLICE DEPARTMENT

- 15) Adjourn

CERTIFICATION

I hereby certify that a true and correct copy of the above and foregoing "Notice of Meeting" by the City Council was posted on the front bulletin board of the City Hall of the Village of Surfside Beach, Texas. Said notice was posted Thursday, July 2, 2024 at or before 6:00 PM and remained so posted continuously for at least 72 hours before the scheduled time and date of the aforementioned meeting.


City Secretary

Minutes of Meeting of the City Council

Tuesday, June 11, 2024 – 7:00 PM

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

1) CALL TO ORDER, QUORUM IN ATTENDANCE

Mayor Bisso called the meeting to order at 7:00 p.m. and announced that all Council members were in attendance.

2) INVOCATION, PLEDGE OF ALLEGIANCE

Jalifi gave the invocation and Mayor Bisso led the Pledge of Allegiance.

3) Mayor/council/department head reports

Discuss and take possible action on the FY2023 audit presented by Wade Whitlow of KM & L.

Motion was made by Green-Prats to accept the FY2023 annual audit report as presented. Motion was seconded by Gerber and passed unanimously.

Presentation was made by Edith Fischer of the Brazosport Chamber and Visitors Bureau.

Chief Moncier: reported on the monthly PD activities for May, 2024.

Gerber: always here to help, can be reached at all hours. Historical, Dortha announced the Battle of Velasco event on 6-27-24.

Kedlarchuk: looking for grant writers for water and working on potholes;

Parsch: meeting with Dow to partner for education re: safety

Mayor Bisso: Update on the groin project and Stahlman Park repairs; upcoming budget workshops and budget meetings.

4) Business of visitors not on the agenda - none

5) ALL ITEMS UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE SELF-EXPLANATORY, AND THE COUNCIL WILL ENACT THEM WITH ONE MOTION. UNLESS A COUNCIL MEMBER SO REQUESTS, NO SEPARATE DISCUSSION OF THESE ITEMS WILL OCCUR.

CONSENT AGENDA:

A. Consider approval of minutes from the Council meeting on June 11, 2024.

B. Consider approval of accounts payable from June, 2024.

Motion was made by Green-Prats to approve the consent agenda as presented. Motion was seconded by Parsch and passed unanimously.

- 6) **Discuss and take possible action to hold a series of town hall meetings specifically focused on individual topics of concern within Surfside Beach Texas: Water, Sewer, Finance, Erosion, Storm Preparedness, SPOT, etc... To promote dialogue, feedback, and transparency between local government and constituents.**

Gerber presented this item and council agreed that this was a good idea.

- 7) **Discuss and take possible action to direct Eric to research the best combination of the most advanced and longest lasting materials with proven results for patching potholes that would be suitable for our climate and road conditions at the Village of Surfside.**

Bisso explained the process that we currently use to patch the roads.

Motion was made by Kedlarchuk for Erick Ingram to do some research on new materials. Motion was seconded by Gerber and passed with 4 for, 1 against (Jalifi)

- 8) **Discuss and take possible action regarding Human Resources policy consider convening an advisory panel to make recommendations regarding HR practices, and potential changes to the employee handbook and employment related policies. (specifically with a focus on drug testing policies)**

Motion was made by Gerber to allow HR Director Solis to revise the HR policy designating sensitive jobs for drug testing with a review by City Attorney Ritter. Motion was seconded by Kedlarchuk and passed unanimously.

- 9) **Discuss and take possible action to increase HOT rate to 5% effective Jan 1, 2025.**

Motion made by Parsch to raise the HOT taxes to 5%. Motion was seconded by Gerber and passed unanimously.

- 10) **Discuss and take possible action regarding continuing participation in the Community Development Block Grant and HOME program with Brazoria County.**

Motion by Green-Prats to participate in the program. Motion was seconded by Gerber and passed unanimously.

- 11) **Discuss and take possible action on Resolution designating the Mayor to act for and on behalf of the village of Surfside Beach in dealing with**

the Texas General Land Office.

Motion was made by Green-Prats to approve the Resolution designating the Mayor to act for the Village with the General Land Office. Motion was seconded by Kedlarchuk and passed unanimously.

Meeting was adjourned at 8:56 p.m.

Passed and approved this 9th of July, 2024.

Gregg Bisso,
Mayor



MASTER AGREEMENT

Effective as of _____, 2024 (the "Effective Date").

By and Between

i3 Verticals, LLC ("i3")

40 Burton Hills Blvd., Ste. 415

Nashville, TN 75482

And

Village of Surfside Beach ("Client")

1304 Monument Dr.

Surfside Beach, TX 75783

Attention: Dave Graves

Telephone No.: (800) 465-5127

E-mail Address: dgraves@i3verticals.com

Attention: Amanda Davenport, City Secretary

Telephone No.: (979) 233-1531

E-mail Address: amanda@surfsidetx.org

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

☒ **NET Data Applications Annex**

☐ **GFA, Payroll, Payroll Online Annex**

☐ **Clerk Connect Annex**

☐ **i-Ticket Annex**

☐ **uVisionPLUS PRO Annex**

☐ **Law Enforcement Annex**

☐ **CJT Case Management Annex**

☒ **GHS Collections Annex**

☐ **TrueSign Annex**

☐ **iLEMS Annex**

☐ **ODR Annex**

☐ **InterOP Annex**

☐ **EZCourt Pay Payment Platform**

☒ **Credit/Debit Payment Processing**

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

The parties have executed this Master Agreement as of the Effective Date.

i3:

By: _____
Signature

Name: _____

Title: _____

Date: _____

Client:

By: _____
Signature

Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. SaaS Solution Subscription; Solution Software License.

- (a) **Software as a Service.** i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
- (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
- (c) **Scope.** Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
- (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
- (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.
- (f) **Restrictions on Use.**
 - i. Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
 - ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other device or mechanism. The Solutions are made available for use solely in the United States of America.

- iii. i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

- (a) **Maintenance and Support.** i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
 - (b) **Configuration and Training.** i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
 - (c) **Custom Programming: Professional Services.** Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
 - (d) **Equipment.** i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
 - (e) **Credit Card Processing.** Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
 - (f) **Training.** Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.
3. **Fees.** Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.
4. **Term and Termination.** Unless the applicable Annex provides otherwise:
- (a) Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
 - (b) Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

5. Security; Client Data; Intellectual Property.

(a) Security.

- (i) As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give

notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

(b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse

without specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
 - (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. i3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
 - (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF i3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY i3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) i3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
 - (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- 7. Indemnity.** i3 will indemnify and hold harmless Client, its officials, directors and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability, or loss. Neither Party will have an obligation to indemnify the other Party for any losses to the extent they are caused by the actions or failure to act of the indemnified Party, including without limitation, the failure to take actions to mitigate such losses.
- 8. Insurance.** i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.
- 9. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.



- 10. Confidentiality.** Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order.
- 11. Non-Solicitation by Client.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3; (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3's employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.
- 12. Audit.** For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.
- 13. Miscellaneous.**
- (a) **Notice.** All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.
 - (b) **Force Majeure.** Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.
 - (c) **Independent Contractors.** i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.
 - (d) **Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.



- (e) **Survival.** The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 hereof will survive the termination or expiration of this Agreement.
- (f) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) **Governing Law.** This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State in which the Client is located, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction.

14. Definitions.

- (a) **“Documentation”** means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) **“Users”** means those individuals that Client provides (or that i3 provides at Client's request) user identifications and passwords to Client's account.
- (c) **“Third Party Software”** means software and services authored by a third party.



NET Data Applications ANNEX

This NET Data Applications Annex supplements the terms of the Master Agreement.

1. i3 Responsibilities.

- a. i3 hereby grants a limited, subscription, cloud-based access to the NET Data Applications: ICON, ("ICON Solution") and GovRec, as set forth in the Ordering Document and pursuant to the terms of the Master Agreement.
- b. i3 will provide Client toll-free telephone support to assist Client's with problem resolution Monday- Friday, 8 a.m. to 5 p.m. CST (excluding Federal holidays and those recognized by the State of Texas).

2. Client's Additional Responsibilities.

- (a) Client acknowledges that it has examined the NET Data Applications and determined that they are adaptable to Licensee's intended purpose.
- (b) Client is fully and exclusively responsible for the accuracy of information obtained from use the Solution and its use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

3. Term and Termination. This Annex is effective for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term").

- (a) Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate.
- (b) Either Party may terminate this Agreement based on a material breach of the Agreement however, the breaching Party must be notified in writing of the alleged breach and given thirty (30) days to cure the alleged breach.
- (c) Upon termination of this Annex, Client agrees to immediately discontinue using the NET Data Applications and to return all user manuals and written or electronic data provided by i3. Upon Client's request if made within sixty (60) days of the effective date of termination of this Annex, i3 will take commercially reasonable steps to make available to Client a copy of all Client's data in electronic format. i3 will provide no more than 2 data extractions at no additional charge to Client. Additional extractions hereunder are to be invoiced to Client at i3's standard hourly billing rate. After sixty (60) days, i3 will have no obligation to maintain or provide data to Client and may remove all Client's data in its possession or control.

4. Service Availability.

- (a) i3 will use reasonable best efforts to maintain the following Services availability:
 - i. For any consecutive one (1) year period, the Solution used within scope will be fully operational, available, and capable of supporting Client's workload at a 99.5% (24 hours per day, 365 days per year) availability level except for Scheduled Outages as specified.



- ii. "Scheduled Outages" will be performed during the hours of 5 p.m. to 8 a.m. CST as necessary for upgrades, maintenance, or for any other agreed upon purpose.
 - iii. The NET Data Applications are "available" when the servers are operational and capable of serving Users, independent of any Client's network links outside our control, and will be available from at least 8 a.m. to 5 p.m. Central, Monday-Friday, except for federal and Texas holidays.
 - iv. Should this service fail to meet the above listed availability requirements, Client may terminate this Annex.
- (b) i3 is not responsible for any Solution or system failures during any period of time in which any of the following "Exclusions" exist:
- i. Client Resource Problems – Problems resulting from Client resources not under i3 management or control.
 - ii. Failure of any hardware not under i3's management (customer PC's, portage boxes, etc.).
 - iii. Scheduled Maintenance – Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance.
 - iv. Network Changes – Changes made by Client to the networking environment that were not communicated to or approved in writing by i3.
 - v. Agreed Temporary Exclusions – Any temporary exclusions requested by i3 and approved by Client to implement changes in the ICON Solution.
 - vi. Client Actions – Downtime or Issues resulting from actions or inactions of Client contrary to i3's reasonable recommendations.
 - vii. Client Responsibilities – Downtime or issues resulting from any failure by Client to fulfill its responsibilities or obligations.
 - viii. Internet Connectivity Loss – Loss of Internet connectivity to Client site for any reason.
 - ix. Third-Party Software – Downtime or issues due to malfunctions or errors related to any third-party software in use by the Client.
- 5. Annex Governs.** The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



**GRAVES HUMPHRIES STAHL, LTD.
COLLECTION SERVICES ANNEX**

This Collection Services Annex supplements the terms of the Master Agreement. For purposes of this Annex, i3 is doing business as "Graves Humphries Stahl, Ltd" ("GHS").

1. i3 Responsibilities.

- (a) GHS will use its best efforts to provide services to collect delinquent court imposed fines, fees, court costs, restitution, debts, accounts receivable and other amounts ("Fines and Fees"), in accordance with Article 103.0031, Texas Code of Criminal Procedure ("Services").
- (b) GHS will refer all payments for Fines and Fees and correspondence relating thereto directly to the court that assessed or levied the Fines and Fees collected.
- (c) GHS reserves the right to return accounts to Client if (i) GHS is unable to collect the Fines and Fees within one (1) year of Referral by Client or (ii) GHS determines that the offender is the subject of a pending bankruptcy proceeding ("Returned Fines and Fees"). Each parties' obligations under this Annex will terminate with respect to Returned Fines and Fees upon return to Client.

2. Client's Additional Responsibilities.

- c. Client will refer Fines and Fees to GHS when such Fines and Fees are "delinquent" as provided for in Article 103.0031, Texas Code of Criminal Procedure.
- d. Client will provide GHS with GHS' preferred method of electronic access to, including sufficient connectivity capabilities, the information necessary to collect the Fines and Fees.

3. Compensation. Client agrees to pay GHS, as compensation for the Services under this Annex, as set forth below. All payments for Fines and Fees collected hereunder the property of GHS at the time of payment. Client will remit the Compensation to GHS on a monthly basis by check.

- (a) Twenty percent (20%) of the Fines and Fees imposed on all unadjudicated offenses committed on or before June 18, 2003.
- (b) Thirty percent (30%) of the Fines and Fees imposed on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- (c) Thirty percent (30%) of the Fines and Fees imposed on all unadjudicated offenses occurring after June 18, 2003, as provided by Article 103.0031, Texas Code of Criminal Procedure.
- (d) In the event Fines and Fees are disposed of through the performance of community service, credit for jail time served, or removed at the court's discretion pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

4. Term and Termination. This Annex is effective for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term"). Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate. Client agrees that GHS will have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

5. Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement applicable to the Services provided hereunder, the terms of this Annex will control.



Inter-Local Agreement between Sulphur Springs Police Department, Franklin County Sheriff's Office, and Village of Surfside Beach

(of which all parties are situated in the State of Texas)

for access to a hosted Secure Facility with Information Technology Resources and NET Data or GHS System/s and Government Software

WHEREAS, the Sulphur Springs Police Department the primary service agency (hereinafter referred to as "PSA") has a Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, Franklin County Sheriff's Office, the backup service agency (hereinafter referred to as "BSA") has Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, Village of Surfside Beach, the requesting service agency (hereinafter referred to as "RSA") wishes to make use of the PSA and BSA Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software to fulfill their purpose and mission; and

WHEREAS, PSA and BSA has an obligation to the Texas Department of Public Safety (DPS) to ensure its facility resources, services and criminal justice information are secured in a manner consistent with FBI Criminal Justice Information Systems (CJIS) policies and procedures; and

WHEREAS, cooperation among adjoining and adjacent cities and counties is not only a proper

exercise of governmental powers and duties under and pursuant to, Texas Government Code Chapter 791.003 (1), 791.003 (3) (n), and 791.011 (c) (2), but will also permit and be conducive to the furnishing of such services in the most cost-effective way possible and,

WHEREAS, all parties wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of secure facility resources and administrative functions associated with the routine operation of government to support public safety.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the PSA, BSA, and RSA agree as follows:

1. **Term:** This agreement will have a term of (1) year from the date of execution and will automatically renew without further action of any party, unless otherwise terminated as allowed in this Agreement. This Agreement may be terminated in its entirety by either party by providing a (180) day written notice to the other party.

2. **Fees:** All parties agree the PSA and BSA will neither charge nor owe the RSA any fees for access to secure Information Technology Resources and NET Data Systems and Government Software. Any financial obligations that may occur from any vendor used by the PSA and/or BSA for providing this service/s or by the RSA for obtaining access to this service/s under this Agreement is the sole responsibility of the party by which contracted with the vendor and will be payable from current revenues available to the respective vendor.

3. **Duties and Covenants of the PSA and BSA:** The PSA and BSA agrees to host a Secure Facility with Information Technology Resources and NET Data Systems and Government Software to provide a cost-effective solution for the administrative functions associated with the routine operation of government for the RSA. The hosted Secure Facility will include:

- Key fobbed facility access to NET Data's authorized IT employees for maintenance, operation and management of NET Data's System. NET Data IT employees will not be authorized unless the CJIS Security Addendum Certification, fingerprint and background checks, and CJIS Security Awareness Training requirements have been met as stated in the CJIS Security Policy.
- NET Data System/s and Government Software.
- NET Data's FIPS-142 connection portage device for secure access.
- NET Data's communication service for connectivity to NET Data's FIPS-142 Portage device, System/s, and Government Software.

4. **Duties and Covenants of the RSA:** the RSA agrees:

- To not permit any other person or entity, other than the RSA's authorized employees access to the PSA and/or BSA's secured Facility with Information Technology Resources and NET Data's System's and Government Software.
- To ensure all employees that have access are authorized in accordance to all Federal, State and Local Government laws, rules and regulations.
- To ensure that all authorized employees abide by all present and hereafter enacted Federal, State, and Local Government laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CJI and/or CHRI data.
- To advise authorized employees that any unauthorized retrieval, use or dissemination of confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges against the authorized employee, in addition to cancellation of access to the stated services in this Agreement provided by the PSA and BSA.
- Upon discovery, notify the PSA, BSA and NET Data of a violation by an employee of the RSA, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.
- Though the RSA's data will be physically stored at the PSA and BSA the data belongs to the RSA. The RSA is solely responsible for its accuracy, quality and reporting, including compliance with Federal, State and Local Government laws, rules and regulations.



5. **Severability:** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement will be in full force and effect.

6. **Authorization:** All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the BSA, PSA, and the RSA.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Name, title of signatory authority (PSA)

Date: _____

Attest: _____

Name, title of signatory authority (BSA)

Date: _____

Attest: _____

Name, title of signatory authority (RSA)

Date: _____

Attest: _____

1110 ENTERPRISE DR.
SULPHUR SPRINGS, TX 75482.



(800) 465-5127

www.i3verticals.com

COST PROPOSAL

“Ordering Document”

1 st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	QTY	PRICE	TOTAL
ICON	1	\$5,625	\$5,625
NetProtec Portage	1	\$755	\$755

Date Issued: April 24, 2024

Issued To: Village of Surfside Beach

Name: Amanda Davenport

Office: City Secretary

Address: 1304 Monument Dr., Surfside Beach, TX 77541

Phone: (979) 233-1531



Annual Maintenance & Support/Hosting Services:

Services/benefits to Village of Surfside Beach:

- Yearly software updates
- Phone/Electronic/Online customer support
- Secure storage of data and images
- Nightly Data & Image backups
- Disaster Recovery: Data will be securely stored in a redundant offsite facility
- Significant reduction in customer IT support needed
- Increased space – with no server located on-site
- Security: Data transmission made via FIPS 140-2 VPN

1 st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	PRICE	TOTAL
	1 st YEAR TOTAL ANNUAL MAINTENANCE:	\$6,380

CONSIDERATION:

The proposed pricing for the 1st year of the term is listed above. Any pricing for subsequent years will not exceed a 5% increase.

i3:

By: _____

Signature

Name: _____

Title: _____

Date: _____

Client:

By: _____

Signature

Name: _____

Title: _____

Date: _____

All pricing and costs included are valid for 90 days from proposal date unless extended in writing by i3 Verticals.

Amanda Davenport

From: Zach Parsch
Sent: Monday, July 1, 2024 12:10 PM
To: Amanda Davenport
Subject: Agenda item

Amanda,
I want to add the following item:
Discuss and take action to appoint a new Police Liaison from council.

Thanks,
Zach

**Interlocal Agreement between the
Village of Surfside Beach and the
Brazoria County Health Department**

This Interlocal Agreement (“Agreement”) is entered into between the Village of Surfside Beach (“City/Town/Village”), and the Brazoria County Health Department (“Department”). The Department is a Local Health Department under Chapter 121 of the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement. *This agreement has been approved by a separate order of the Brazoria County Commissioners Court Being Order No. _____, dated _____, 2024 and of the Village of Surfside Beach dated _____, 2024.*

I. Purpose

Under a grant from the Texas Department of Health, the Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the City/Town/Village and Department. It is the desire of the Department to provide such immunization or treatment to the First Responders within the City/Town/Village or at identified adjacent areas (to be determined based on resource requirements and precipitating event type/location) prior to the general public. The City/Town/Village will identify First Responders and critical staff and families that will be provide SNS Medical Countermeasures and or Vaccines. The City/Town/Village will report these numbers to the Department annually.

If the Department has concluded that the City/Town/Village possesses facilities that are qualified to serve as a Staff Medication Station (SMS) if immunization or treatment is necessary for First Responders, and the City/Town/Village desires to be as helpful as possible in the event of a public health emergency, the City/Town/Village herein agrees to make its law enforcement facilities available for purposes of First Responder immunization or treatment under the terms set out below. The City/Town/Village and the Department have concluded that this contemplated use of the facilities is a “governmental function” as defined in the Interlocal Agreement Act, *Texas Government Code §791.003(D)*

**Interlocal Agreement between the
Village of Surfside Beach and the
Brazoria County Health Department
II. Public Health Emergency**

This agreement will go into effect only if:

- 1) The Commissioner of Health or the local health authority declares that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease;
- 2) The parties shall agree to the location of the facility or facilities to be utilized pursuant to this agreement and the extent to which each such facility shall be utilized concurrently or prior to any control measure declaration being made.
- 3) The Department has the necessary stock pile of medications.

III. Obligations of the Department

- 1) The Department will supply or arrange for all equipment, vaccine, and medicine necessary to administer the vaccine or medication to City/Town/Village staff, first responders, and City/Town/Village population at a distribution site of the Department's choosing based on resources available and nature of the precipitating event.
- 2) The Department will be responsible for disposal of medical waste and disinfection at the chosen facility following its use for the emergency. The health authority will provide written assurance of its safety for use as a law enforcement facility following its use.
- 3) The Department is responsible for the acts and negligence of its employees or volunteers, under state and federal law; provider, however, that pursuant to section 421.062 (b)(1) of the Texas Government Code the Department is not responsible for any civil liability that arises from the furnishing of a service under this Interlocal contract.
- 4) The Department will be responsible for any damage to property belonging to the City/Town/Village as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the Interlocal Cooperation Act. The amounts to be paid to the City/Town/Village will be paid from current revenues available to the Department.

**Interlocal Agreement between the
Village of Surfside Beach and the
Brazoria County Health Department**

IV. Obligations of the City

- 1) The City/Town/Village will be provided an allotment of oral medication and will be responsible for the dispensing of said medication to their employees, contractors, and families and BCPH will provide information of the location to acquire sufficient medication (location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village) to the City/Town/Village.
- 2) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village is responsible for allowing the use of the facility normally associated with its use as a law enforcement facility or at another facility acceptable to both parties. The City/Town/Village is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that is necessary for on-site use during the period of the emergency.
- 3) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
- 4) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks.
- 5) The City/Town/Village will provide the Department with the number of First Responders needing treatment to the distribution site (distribution location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village).
- 6) The City/Town/Village will obtain all medications from the Department at its location at 1524 E. Mulberry, Angleton, Texas, or at another location as specified by the Department.
- 7) The City/Town/Village will return all undistributed medication to the Department.
- 8) If the City/Town/Village has been issued a POD-trailer, the City/Town/Village will utilize POD-trailer resources as needed to assist with these efforts during an emergency, and will maintain and account for the POD-trailer itself and all items secured therein in accordance with property inventory and signed agreements; *DA-form 2062 and signed agreements attached if relevant.*

**Interlocal Agreement between the
Village of Surfside Beach and the
Brazoria County Health Department
V. Term**

This agreement becomes effective when approved by the governing body of the City/Town/Village and Department. It may be canceled by either party by giving thirty days' notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement.

Authorized Signature for Village of Surfside Beach

Date

City Mayor: Greg Bisso

L.M. "Matt" Sebesta, Jr.
County Judge

Date

Cathy Sbrusch, RN,BSN,CIC
Director of Public Health Services
Brazoria County Health Department

Date



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core + (Band 1) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering ***Cyber Liability and Data Breach Response Coverage*** ("***Cyber Coverage***"), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. ***Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.***

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate **Interlocal Agreement (contract)** to join the Pool's new Cyber Fund.

Please review the above information.

If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

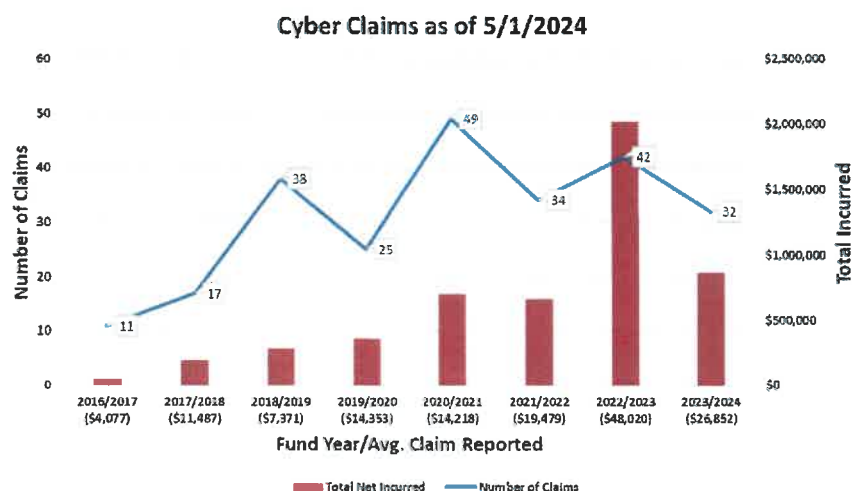
P.O. Box 149194 • Austin, Texas 78714-9194 • www.tmlirp.org

Page 1 of 4

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core + Cyber Coverage** with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of \$25,000,000 is shared by all **Members** for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0

Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0

Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0

New 2024-25 Annual Contribution	\$1,000	\$1,250
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Amanda Davenport

From: Jon Gerber
Sent: Tuesday, July 2, 2024 11:29 AM
To: Amanda Davenport
Subject: Agenda

Discuss and take possible action to adopt an ordinance creating a framework for enforcement of double red flag rules to enhance public water safety in extreme conditions, and creating an exemption allowing surfing with appropriate equipment to continue unhindered in Surfside.

WHEREAS, the Village of Surfside prominently displays signs at its beach accesses to educate beachgoers of the flag system and hazard signified by such flags, and flies flags up and down beaches to indicate the Gulf conditions; and WHEREAS, double red flags signify the water is closed to the public and that conditions in the Gulf of Mexico present a clear and present danger to the public who may enter its waters; and WHEREAS, the City Council enacted this Ordinance creating penalties for those persons refusing to stay out of the Gulf of Mexico during double red flags which led to a reduction in drownings and water distress calls during double red flags; and

NOW THEREFORE, BE IT ENACTED BY THE Village of Surfside Beach Texas
SECTION 1. From and after the effective date of this Ordinance, the City's Code of Ordinances is amended to read as follows:
Failure to obey lawful order.

(a) The intent of this section is to authorize City personnel to order persons to stay out of or come in from the Gulf of Mexico when double red flags are flying.

(b) Failure to obey an order to stay out of or come in from the Gulf of Mexico by a police officer, when reasonably known to be such an official, is hereby prohibited and made unlawful. Such order shall be made for the purpose of ensuring the safety of persons using the beach or waters of the Gulf of Mexico.

Any person violating any provision of this section may be punished as follows:

1. Each Offense: verbal warning By issuance of a non-criminal civil penalty of \$500.
2. Second Offense occurring within twenty four hours but following an opportunity to comply with the preceding warning): class C misdemeanor punishable by a fine of no more than \$500

(c) Failure to obey an order to stay out of or come in from the Gulf of Mexico by any member of the City's fire rescue department or Code Enforcement Department, when reasonably known to be such a person, is hereby prohibited and made unlawful.

(d) All fire rescue personnel of the City and any other City employees designated by the Mayor shall be considered code enforcement officers for the purpose of enforcing this section.

This section shall not apply to persons attached by a leash to a surfboard.

A surfboard means a wood, fiberglass, epoxy, closed-cell neoprene or closed cell Styrofoam instrument with one or more fins or skegs attached to or inserted through the bottom, including windsurf boards and sailboards, but not including rubber rafts, floats, belly boards, skim boards, or boogie boards.

Sent from my iPhone

From: Jon Gerber
Sent: Tuesday, July 2, 2024 11:03 AM
To: Amanda Davenport
Subject: Agenda

- Discuss and take possible action to adopt ordinance that defines and outlines the roles and responsibilities, as well as formally establishes in municipal code the department of Emergency Medical Services (EMS) for Surfside Beach Texas:

EMERGENCY SERVICES

- **IN GENERAL**

- **Emergency action.**

Every officer, agent or employee of the city, while responding to emergency calls or while reacting to emergency situations, is hereby authorized to act in such a manner as to most effectively deal with the emergency as viewed from the standpoint of the person reacting or responding to the emergency. This provision shall prevail over every other ordinance of the city and, to the extent to which the city has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the city nor the employee shall be liable for any failure to use ordinary care in such emergency

- **Reserved.**

- **EMERGENCY MEDICAL SERVICES**

- **GENERALLY**

- **Reserved.**

- **CITY SERVICE**

- **Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the act means the Emergency Medical Services Act, codified as V.T.C.A., Health and Safety Code ch. 773.

Emergency medical services means services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.

Indigent means a patient who is without sufficient funds to pay for emergency medical services at the time such services are rendered.

Patient means an individual who is sick, injured or wounded.

- **Establishment.**

There is established for the city an emergency medical service, the members of which shall be appointed in the manner provided and possess the qualifications, meet the standards of training, and have the duties provided in this division.

- **Qualifications and standards of members.**

To be eligible for appointment as a member of the emergency medical service, a person shall meet the minimum physical, mental, moral and educational standards prescribed by the act or established by the state department of health pursuant to the act prior to his appointment.

- **Appointment and removal of director and members.**

(a)

The city council shall appoint a director of the emergency medical service of the city, who shall be under the direct supervision of the mayor and may be removed at any time at the discretion of the city council .

(b)

The director shall appoint the other members of the emergency medical service, who shall be under the direct supervision of the director and may be removed at any time at the discretion of the director.

- **Duties of members.**

Members of the emergency medical service shall serve at the discretion of the director and may be called into service at any time the director or the designee of the director considers it necessary. When called, such members shall operate the emergency medical services vehicle provided by the city and function as emergency medical services personnel under the supervision of the director or his designee.

- **Compensation and other benefits of members.**

(a)

The director of the emergency medical service shall be an employee of the city.

(b)

The director shall designate which members of the emergency medical service shall be full-time employees and which members shall be part-time employees but the total number of full-time employees (including the director) shall be fixed from time to time by the city council.

(c)

Members of the emergency medical service who are full-time employees of the city shall receive a salary to be fixed by the city council as well as workers' compensation insurance, health and accident insurance, sick leave, vacation time, holidays and retirement benefits and all other benefits to which other full-time employees of the city are generally entitled.

(d)

Members of the emergency medical service who are part-time employees of the city shall only receive as compensation a fee based on the fee for service actually rendered when called into service by the director or his designee specified in the fee schedule to be promulgated by the director and approved by the city council. The city will provide workers' compensation benefits for such members but not health and accident insurance, sick leave, vacation time, holidays and retirement benefits or any other benefits to which full-time employees of the city are generally entitled.

- **Badges; emblems; uniforms.**

Badges, emblems and uniforms of a type recommended by the director and approved by the city council will be furnished to each member of the emergency medical service. If any member resigns or is removed from office, such badges, emblems and uniforms will be returned to the city in a condition satisfactory to the director prior to drawing their final pay check.

- **Additional rules and regulations.**

The director shall adopt and may amend additional rules and regulations governing the operation of the emergency medical service of the city and its members which are not in conflict with the act; however, such rules and regulations and any amendments shall not become effective unless approved by the city council.

- **Voluntary contributions.**

In order to meet the continuing cost of providing emergency medical service within the city, an opportunity to make a voluntary monthly contribution to assist in the financing of such service shall be afforded to the customers or consumers of the city's water, sanitary sewer and garbage services. All such contributions shall be deposited in a special revenue fund designated for use by emergency medical services.

- **Fees for services rendered; collection.**

(a)

Except as otherwise provided in this section, fees shall be charged for services rendered by the city's emergency medical service according to a fee schedule to be adopted and which may be amended from time to time by resolution of the city council.

(b)

No co-payment shall be required of any patient for whom primary coverage is provided by an insurance policy, medicare, medicaid or other health plan and no payment shall be required of any patient for whom primary coverage is not provided by an insurance policy, medicare, medicaid or other health plan if, in either case, such patient is:

(1)

An occupant of any single-family conventional or duplex dwelling or of any manufactured home separately connected to the water and sanitary sewer systems of the city if the minimum requested contribution under [section 42-59](#) is made each month when the city's utility bill for such single-family conventional or manufactured home or the portion such duplex dwelling of which such patient is an occupant is paid;

(2)

An occupant of a unit of a multifamily dwelling and such unit is separately connected to the water and sanitary sewer systems of the city if the minimum requested contribution under [section 42-59](#) is made each month when the city's utility bill for such unit is paid;

(3)

An occupant of a unit in a multifamily dwelling which unit is not separately connected to the water and sanitary sewer systems of the city if the minimum requested contribution under [section 42-59](#) is made each month for each of the units in such multifamily dwelling when the city's utility bill for such dwelling is paid;

(4)

An occupant of any structure located in the unincorporated environs of the city which is not connected to the water and sanitary sewer systems of the city if such occupant or the owner of such structure contributes to the city each month an amount equal to the minimum contribution requested of the occupants of single-family structures which are connected to such systems under [section 42-59](#);

(5)

An occupant of any structure located within the incorporated limits of any other municipality for whom such services are regularly provided by such other municipality or other entity located therein

at no cost to such occupant if such other municipality or entity also provides, on request of the director, such services to occupants of any structure located within this city at no cost to such occupant; or

(6)

Not within categories (1) through (5) above but is determined by the director to be indigent according to written standards contained in a resolution which shall be adopted and which may be amended from time to time by the city council.

(7)

Any employee of a business operating within the incorporated limits of the city and any owner of an unincorporated business operating within the incorporated limits of the city which, in either case, is connected to the water and sanitary sewer systems of the city, if the minimum requested contribution under [section 42-59](#) is made each month when the city's utility bill for such business is paid.

(c)

The city council may by resolution authorize an agreement with a third party to seek and collect, for a fee, compensation, reimbursement or insurance coverage for emergency medical services rendered by the service.

- **Reserved.**
- **INDIGENTS**
- **Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the act means the Emergency Medical Services Act, codified as V.T.C.A., Health and Safety Code, ch. 773.

Director means the director of the service.

Ambulance means a vehicle used, designed, redesigned or equipped for the purpose of transporting patients.

Emergency ambulance service means the transporting of patients upon the public streets of the city to the emergency facilities of a hospital or clinic.

Emergency circumstances means circumstances in which the element of time in expeditiously transporting a patient to the emergency facilities of a hospital or clinic for medical or surgical treatment is essential to the health or life of such patient.

Patient means any sick, injured or infirm person.

Service means the emergency medical service of the city established by division 1 of this article.

- **Emergency ambulance service; governmental function.**

The providing of emergency ambulance service within the city is hereby declared to be a governmental function of the city to only be performed in accordance with the provisions of this division."

- **Same; prohibit acts; exceptions and defense.**

(a)

It shall be unlawful for any person, other than a member of the service, to operate an ambulance on the public streets of the city when such ambulance is providing emergency ambulance service within the city.

(b)

It is an exception to the application of subsection (a) of this section if:

(1)

The patient being transported was picked up at a location outside of the corporate limits of the city and emergency ambulance service is being provided to the patient in accordance with the act; or,

(2)

Standby or backup emergency ambulance service is being provided at the request of the director.

(c)

It shall be an affirmative defense to any prosecution for a violation of subsection (a) of this section if the emergency ambulance service in question is being provided under emergency circumstances.

- **Reserved.**

- **LICENSING AND REGULATIONS**

- **Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the act means the Emergency Medical Services Act, codified as V.T.C.A., Health and Safety Code, ch. 773.

Ambulance means a vehicle used, designed, redesigned or equipped for the purpose of transporting patients.

Department means the state department of health.

Director means the director of the service.

Emergency circumstances means circumstances in which the element of time in expeditiously transporting a patient to the emergency facilities of a hospital or clinic for medical or surgical treatment is essential to the health or life of such patient.

Ordinary ambulance service means the transporting of patients upon the public streets of the city to locations other than the emergency facilities of a hospital or clinic.

Patient means any sick, injured or infirm person.

Service means the emergency medical service of the city established by division 1 of this article.

- **Standards for equipment and staffing.**

Each ambulance used to provide ordinary ambulance service using the public streets of the city shall be equipped and staffed in a manner that complies with the act, the regulations adopted by the department pursuant to the act and such additional regulations as may be adopted in writing by the director pursuant to this chapter.

- **Same; prohibit acts; exceptions and defense.**

(a)

It shall be unlawful for any person to operate an ambulance upon the public streets of the city for the purpose of providing ordinary ambulance service within the city unless a license for the operation of such ambulance for such purpose has been issued by the director under the terms of this division.

(b)

It is an exception to the application of subsection (a) of this section if:

(1)

The patient was picked up at a location outside of the corporate limits of the city and ordinary ambulance service is being provided to the patient in accordance with the act; or,

(2)

Standby or backup ordinary ambulance service is being provided at the request of the director; or

(3)

The ambulance in question is owned by the city and being operated by a member of the service.

(c)

It shall be an affirmative defense to any prosecution for a violation of subsection (a) of this section if the ambulance service in question is being provided under emergency circumstances.

- **Application for license.**

An application for a license to operate an ambulance on the public streets of the city for the purpose of providing ordinary ambulance service within the city shall be made by the owner thereof for each ambulance so used or to be so used, or an agent authorized in writing by such owner to make such application, on forms prepared by the director which shall contain:

(1)

The name, address and telephone number of the owner;

(2)

Any trade or other fictitious name used or to be used by the owner when providing ambulance service;

(3)

The make, model, year of manufacture, motor and chassis number, and current state license number of each ambulance;

(4)

The length of time each ambulance has been in use;

(5)

The color scheme, insignia, name, monogram or other distinguishing characteristics used or to be used by the owner to designate such ambulance;

(6)

The location and telephone number at the place from which the ambulance is or will be dispatched;

(7)

Any other information which the director may reasonably require; and

(8)

The applicant pays to the city's director of finance an application fee of \$200.00 and an initial inspection fee of \$20.00 for each ambulance to be licensed.

- **Duties of the director.**

(a)

The director shall, within ten days after the receipt of an application meeting the requirements of this chapter, make or cause to be made such investigation and inspection of the owner, the agents and employees of the owner, each ambulance to be license and the ordinary ambulance service rendered or to be rendered within the city and elsewhere by the owner and the agents and employees of the owner as the director may deem appropriate.

(b)

The director shall issue a license for the operation of an ambulance on the public streets of the city for the purpose of providing ordinary ambulance service within the city if, following such investigation and inspection, the director finds that:

(1)

The public convenience and necessity will be served by the licensing of such ambulance; and

(2)

The ambulance meets the equipment requirements of this chapter.

(c)

The director may from time to time stop and inspect any ambulance which has been licensed as provided in subsection (b) of this section as he may in his sole discretion deem necessary to assure its compliance with the provisions of this chapter.

- **Duties of owner.**

The owner of each ambulance for which a license has been issued under this chapter shall:

(1)

File by the tenth day of each calendar month for each ambulance a written report covering the next preceding calendar month showing the date, time and place where each patient transported in such ambulance upon the public streets of the city was picked up, the place to which each such patient was delivered and the date and time of such delivery; the identity of each member of the staff on each such occasion; and any other information reasonably required by the director

(2)

Notify the director of any change of the information specified items (1), (2), (3) or (5) of [section 42-114](#) of this chapter within three business days for the occurrence of such change;

(3)

Meet the staffing and equipment requirements of [section 42-112](#) of this chapter at all times when such ambulance is being operated on the public streets of the city;

(4)

Allow any ambulance of the owner which has been licensed under the terms of this division to be stopped and inspected by the director at such times and places as the director may in his sole discretion deem appropriate; and,

(5)

Obey the requirements of the act, the regulations adopted by the department, the provisions of this chapter and any regulations adopted by the director under the provisions of this chapter.

- **Expiration and renewal of license.**

Each ambulance license issued under the provisions of this division shall expire on the anniversary of the date of the issuance of such license but may be renewed by the director if, after such investigation and inspection as he may in his sole discretion deem to be appropriate, the director finds that:

(1)

The public convenience and necessity will continued to be served by the licensing of such ambulance;

(2)

The ambulance continues to meets the equipment requirements of this chapter;

(3)

The owner or the agents or employees of the owner of such ambulance have, during the period when such license was in force and effect, observed all of the requirements of the act, the

regulations adopted by the department, the provisions of this chapter and any regulations adopted by the director under the provisions of this chapter; and,

(4)

The owner pays to the city's director of finance a renewal fee of \$200.00 and an annual inspection fee of \$20.00 for each ambulance to be licensed.

- **Revocation or suspension of license.**

(a)

The director, upon following the procedure set forth in article V of [chapter 2](#) of this Code, may revoke any license issued under the terms of this division prior to the anniversary date of its issuance if he has good reason to believe and does believe that:

(1)

The ambulance for which such license was issued fails to meet the equipment requirements of this chapter; or,

(2)

The owner or the agents or employees of the owner of such ambulance have failed to observe all of the requirements of the act, the regulations adopted by the department, the provisions of this chapter and any regulations adopted by the director under the provisions of this division; and,

(3)

Have not corrected any such failure after written warning given by the director to the owner of the ambulance or to the agents or employees of the owner, in person or by certified mail, return receipt requested and directed to the owner at the last address of the owner given to the director by the owner or the agents or employees of the owner.

(b)

Alternatively, if the director finds that any such failure was not an intentional act on the part of the owner of such ambulance or the agents or employees of such owner, the director may suspend such license for such period of time as the director in his sole discretion may determine to be appropriate under the circumstances of such failure as determined by him or her.

Amanda Davenport

From: Jake. . <easyrider_7734@hotmail.com>
Sent: Tuesday, July 2, 2024 1:28 PM
To: Amanda Davenport
Subject: Temporary building moratorium

Please add this to our agenda for the upcoming meeting.

Discuss and take possible action regarding placing a temporary building moratorium on properties served by the AirVac Sewer System for health and safety reasons until substantial repairs can be completed and the system returned to full operational capacity.

Sincerely,
Stephen Kedlarchuk

Amanda Davenport

From: Jon Gerber
Sent: Tuesday, July 2, 2024 3:26 PM
To: Amanda Davenport
Subject: Agenda

Discuss and take possible action to strike from the Surfside municipal code of ordinances language stating:

d)

Members of the village police department will receive an hourly increase in compensation after obtaining the following certifications from the Texas Health Department:

(1)

Emergency Medical Technician (EMT).

(2)

Emergency Medical Technician (EMTI).

(3)

Paramedic.

The amount of the hourly increase will be set by the city council and require a majority vote of councilmembers at any regular or special meeting of the city council.

(Ord. No. 89-11, § 4(6), 10-3-1989; Ord. No. 2013-10, 10-8-2013)

From the section titled :

ARTICLE II. - POLICE DEPARTMENT

Sent from my iPhone