

Surfside Beach City Council Meeting

Tuesday November 11, 2025

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 November 11, 2025**. To view the meeting electronically please use the following website:

<https://us02web.zoom.us/j/84253545017?pwd=VFHGMXRoZmJHNG5lcDBISlJ3MldjUT09>

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 TO THE UNITED STATES & THE TEXAS FLAG**
- 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 minutes from City Council meeting on September 16, 2025 & October 14, 2025.
 - B. Consider financials from October 2025.
- 6) Discuss and take possible action to authorize Mayor Parsch to sign the agreement between Surfside Beach and the Houston-Galveston Area Council regarding the subrecipient agreement in the completion of work under the TGLO Contract No. 24-065-060-E570 CDBG mitigation funds aka the Seashell sewer line project. *Parsch***
- 7) Discuss and take possible action to employ Clear Career Pro in recruitment efforts of new City Administrator. *Parsch***
- 8) Discuss and take possible action to amend Chapter 46 Article V of the Code of Ordinances – Truck routes. *Gerber***
- 9) Discuss and take possible action to change and increase customer rates to match approved Waste Management rate increase beginning January 1, 2026. *Parsch***

- 10) Discuss and take possible action to approve the EMS Director's request to renew the lapsed Stryker contract and the purchase of a new/replacement Lucas CPR device that can no longer be repaired because of a lack of parts availability. *Green-Prats/Hines*
- 11) Discuss and take possible action regarding Surfside's Catastrophic Bird Number Reduction Action Needed to Help Prevent Further Decline, presentation by: **Mike Williams** Earth Sciences BSC, Ornithologist, Bird City Team Member, President Gulf Coast Bird Observatory and Surfside Resident. *Gerber*
- 12) Discuss and take possible action regarding expenditures for the front entrance holiday décor. *Jalifi*
- 13) Adjourn

Certification of Posting

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 Wednesday November 5, 2025 at or before 6:00 PM and remained posted continuously for at least 3 business days before the scheduled date of the meeting.


Amanda Davenport, City Secretary



Monthly City Council Report

Village of Surfside Beach

Date: November 11th, 2025

Emergency Medical Services (EMS) Report

- **Monthly Call Volume:** 25
- **Total Beach Calls for Service:** 4

Response Times:

- Average Dispatch to Enroute: 2.0 minutes

Community & Operational Updates:

- **Training Conducted:**
 - No outside training done. In-house skills testing completed over medications and procedures
 - We have 1 employee that is currently in school taking his Advanced EMT, We have two additional employees that are in position to test at their Paramedic level
- **Equipment/Vehicle Status:**
 - The new ambulance is about done being stocked. The last bit of items were ordered to complete that. I am also contacting a company to get it lettered and once the stocking and lettering are completed I will submit the paperwork to the State to get it licensed and Inspected.
- **Public Outreach:**
 - Reminder we are willing and able to do community CPR for the public
 - Another reminder, if you or anyone you know needs to be involved with the community health check, please either contact us at the station, or speak with one of the EMS professionals when you see them
- **Staffing:**
 - Currently have 6 FT staff and 3 PT staff with 24 hours a day, 7 day a week EMS coverage.



- **Planning:**

- I have spoken with a couple EMS staff members, I think we are going to look at acquiring an enclosed canopy that we can set up next summer during the weekends as a medical first aid station, this will Free up the crew on the side by side to respond to actual emergency calls. I will look at publishing something to the public, we will look at purchasing signage and maybe a pole that can be erected with a Star of life alerting people at all areas of the beach where the tent is located.
- The Police Chief and I are looking at ways to better streamline our radio and dispatch communications between our two departments and our local Fire Department. We have found some gaps and potential hazards with our current system, and we will be working on a plan to fix those gaps.

Additional Report:

- **Submitted by:**
Frank DeMarco
EMS Director / Emergency Management Coordinator
Village of Surfside Beach



Monthly City Council Report

Village of Surfside Beach

Date: November 11, 2025

Emergency Management Report

Report:

- **Preparedness Activities:**
 - Still working on getting all departments NIMS compliant. Due to the Government shutdown, there were issues with the web site.
 - I received the 2025 NIMS compliant survey; there were questions concerning last year's submission of the survey. I met with the mayor and Janet this past week concerning the survey and where the city is non-compliant
- **Planning Updates:**
 - There will be some changes to the EOP once a city manager is hired as he will take the place of the mayor in a few areas. The mayor will still be the one responsible for coordinating with me after the request from the County Judge on any evacuations that may be needed.
- **Community Engagement:**
 - At the request of one of our city council members, I will be scheduling a meet and greet with the community in the very near future. It was advised that I explain to the community what emergency management is, how and why it is and should be funded, what the community can expect and answer any questions that they may have. **The date of the meeting will be Monday November 24th 2025 starting at 6:00 pm**
- **Interagency Coordination:**
 - We had our monthly county-wide emergency managers meeting that I have to attend each month, we had a guest speaker from the regional advisory council who explained what resources they have and can give us if we declare a disaster.
 - The city of Angleton is hosting some advanced Incident command classes; I already have both of them so I will not need to attend.
 - There are two weeklong classes that I will be attending, one is the L-952 (ICS all hazards public information officers course) which will be December 15, 16, 17, 18 and 19 in Spring and also the L-965 (ICS all hazards resource and demobilization unit leader course). The dates are November 18, 19, 20, 21 and this class is in Houston. I will still be available by phone during that time.



- **Disaster/Incident Updates:**
 - Janet, Christi and I are still working on Hurricane Beryl items
- **Resource Status:**
 - There is currently nothing to report,
 - I have been unable to get a hold of Bart who was supposed to be helping with grants for emergency management, I was advised by the mayor this past week that he has been working on water grants therefor there has been no reports given as to any emergency management grants
 - I do not believe there has been any other donations to help fund emergency management other than the two that John has spoken about.
 - I did send some information to Amanda regarding a safe house grant for the island, but I have not heard back. I spoke with the mayor about this, and I will see if we are still eligible and I will communicate with the mayor as far as moving forward if we did not fall outside of the window to apply.
 - I am looking for some opportunities to find some grant writing courses which I will request the city send me to so I can help with the process of writing grants to help fund emergency management, EMS and other city functions.

Submitted by:

Frank DeMarco

EMS Director / Emergency Management Coordinator

Village of Surfside Beach

Minutes of Special Meeting of the City Council

Tuesday, September 16, 2025 – 5:00 PM

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

CALL TO ORDER, QUORUM IN ATTENDANCE

Meeting was called to order by Mayor Parsch at 5:00 p.m. All council members were present.

1.) Open public hearing regarding the 2025 proposed tax rate. THIS PROPOSED TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Motion was made by Jalifi to open the public hearing. Motion was seconded by Kedlarchuk and passed unanimously.

2.) Close public hearing regarding the 2025 proposed tax rate.

Motion was made by Kedlarchuk to close the public hearing at 5:06 p.m.. Motion was seconded by Jalifi and passed unanimously.

3.) Open PUBLIC HEARING regarding the FY 2025-2026 Maintenance and Operating Budget for the Village of Surfside Beach. This budget will raise more revenue from property taxes than last year's budget by an amount of \$68,336, which is a 3.13 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$19,128.00.

Motion was made by Jalifi to open the public hearing. Motion was seconded by Kedlarchuk and passed unanimously.

4.) Close public hearing regarding 2025-2026 municipal budget

Motion was made by Jalifi to close the public hearing at 5:24 p.m.. Motion was seconded by Hines and passed unanimously

5) Discuss and take possible action to approve Ordinance 2025-09-16A approving (by record vote) the FY 2025-2026 Village of Surfside Beach Maintenance and Operating General Fund Budget.

Motion was made by Jalifi to adopt Ordinance 20205-09-16A to approve the FY 2025-2026 M&O General Operating Fund Budget. Motion was seconded by Gerber as passed as follows: Gerber – yes; Kedlarchuk – yes, Jalifi – yes, Hines – yes, Green-Prats - yes

6) Discuss and take possible action to ratify the FY 2025-2026 Budget and find that the Proposed Tax Rate of .292923/\$100 will generate more property tax revenue than the previous fiscal year budget.

Motion was made by Gerber to ratify the tax rate of .292923. Motion was seconded by Kedlarchuk and passed 4 for 1 against (Kedlarchuk).

7) Discuss and take possible action on Ordinance 2025-09-16B setting the 2025 Ad Valorem Tax Rate for Maintenance and Operation of .262199, and the Ad Valorem tax rate for Debt Service of .030724 totaling a rate of .292923.

Motion was made by Jalifi to approve Ordinance 2025-09-16B setting the 2025 Ad Valorem Tax Rate for Maintenance and Operation of .262199, and the Ad Valorem tax rate for Debt Service of .030724 totaling a rate of .292923. Motion was seconded by Hines and passed as follows: Gerber – yes; Kedlarchuk – no, Jalifi – yes, Hines – yes, Green-Prats - yes

8.) Adjourn 5:51 p.m.

Passed and approved this 11th day of November, 2025.

Zach Parsch
Mayor

Amanda Davenport,
City Secretary

Minutes of Surfside Beach City Council Meeting

Tuesday October 14, 2025

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

COUNCIL MEETING:

- 1) CALL TO ORDER, QUORUM IN ATTENDANCE – Mayor Parsch called the meeting to order at 7:02 p.m. and announced a quorum of council is present. Jalifi absent.

- 2) INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES & THE TEXAS FLAG

- 3) Mayor/council/department head reports

Mayor Parsch updated the budget process saying the Budget, System Funds were approved and Hotel/Motel fund is close to being completed.

Hines – committees need members

Chief Hester gave the monthly PD activity report

EMS Director Frank gave the monthly EMS and EMC activity report

Ingram – testing out new components from FlowVac

Bollinger – beach permits are still selling in large quantities, still working on potholes

Briones – the TML Wrangler was here for a week and we learned a lot.

Solis – still working on FEMA and there are newly opened positions in PD, EMS and the beach crew

- 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 meetings on June 23, 24, July 15 and September 9, 2025.

B. Consider approval of accounts payable from September 2025.

C. Consider an exception to the fireworks ordinance to allow fireworks on October 25, 2025 during the 50th Anniversary Celebration.

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

- 6) Discuss and take possible action to accept Waste Connections new 2026 garbage services and rates.

Motion was made by Green-Prats to approve the seasonal option of the Waste Connections proposal. Motion was seconded by Gerber and passed unanimously.

- 7) Discuss and take possible action to adopt Ord 2025.10.14A establishing the position of city administrator.

Motion was made by Gerber to adopt Ord. 2025.10.14A establishing a City Administrator for the Village of Surfside Beach. Motion was seconded by Hines and passed unanimously.

- 8) Discuss and take possible action to approve Ord. 2025.10.14B repealing the prohibition of vendors on the beach.

Motion was made by Green-Prats to adopt Ordinance 2025.10.14B allowing vendors on the beach.

Motion was seconded by Gerber and passed with 3 for; 1 against (Kedlarchuk)

- 9) Discuss and take possible action to amend Section 8-22 of the Code of Ordinances to allow up to three egg-laying hens on private property within the city limits.

Motion was made by Gerber to instruct legal counsel to amend section 8-22 of the Code of Ordinances to allow chickens according to the regulations proposed. Motion was seconded by Kedlarchuk and passed with 2 for; 2 against and Mayor broke the tie with a "for" vote

- 10) Discuss and take possible action to amend Article V of the Code of Ordinance – Pipeline Regulations. *This item was pulled from the agenda.*

- 11) Discuss and take possible action to instruct legal to amend section 2-158 (municipal depositories) and section 2-519 (authorized check signatories) according to Texas Municipal League recommendations.

Motion was made by Gerber to update the language for depositories and signatories. Motion was seconded by Green-Prats and passed unanimously.

- 12) Discuss and take possible action to adopt Cindy Hall as an alternate municipal court judge.

Motion was made by Gerber to appoint Cindy Hall as an alternate Municipal Court Judge. Motion was seconded by Green Prats and passed unanimously.

- 13) Discuss and take possible action to approve Ord 2025.10.14C bringing the ordinance in line with current practices.

Motion was made by Hines to adopt Ord 2025.10.14C removing certain specific language pertaining to solid waste disposal in the Village. Motion was seconded by Kedlarchuk and passed unanimously.

- 14) Discuss and take action to ratify expenditures and to make official findings by Council pursuant to the creation of an amphitheater, and to start following best practices as laid out by TML financial and legal.

Motion was made by Gerber to ratify all "event stage" expenditures and ask the City Attorney to prove that the expenditures are legal. Motion was seconded by Green-Prats and passed 3 for 1 against (Hines).

- 15) Discuss and take possible action to proceed with the creation and submission of a contract to purchase the CTC land adjacent to city hall for a visitor center and historical restoration project for the sum of \$250,000.00.

Motion was made by Gerber to buy the CTC land adjacent to the current city hall for a visitor center and historical restoration site for \$250k as long as there is a survey and appraisal done supporting the \$250k price tag. Motion was seconded by Green-Prats and passed unanimously.

- 16) *Adjourned at 8:40 p.m.*

Passed and approved this 11th day of November 4, 2025.

Zach Parsch, Mayor

Amanda Davenport, City Secretary

Minutes of Surfside Beach Special Council Meeting and Budget Workshop

Tuesday October 14, 2025 – 5:00 PM

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

COUNCIL MEETING:

- 1) **CALL TO ORDER, QUORUM IN ATTENDANCE, Invocation and Pledge of Allegiance**

Mayor Parsch called the meeting to order and announced that a quorum of council is present at 5:24 p.m. .

- 2) **Budget Workshop regarding the Beach Fund, Hotel Fund and System Fund of The Village of Surfside Beach.**
Discussion ensued with Toby and Christie who updated the numbers and added a truck, trailer and a skid steer to the Beach Fund budget.

- 3) **Discuss and take possible action regarding the proposed Beach Fund, Hotel Fund and System Funds.**

Motion was made by Gerber to approve the Beach Fund 2025-2026 Budget. Motion was seconded by Kedlarchuk and passed 3 for.

Jennie Green-Prats arrived at 5:52 p.m.

Motion was made by Hines to approve the System Fund 2025-2026 Budget. Motion was seconded by Gerber and passed with 4 for.

- 4) **Adjourned at 6:15 p.m.**

Passed and approved this 11th day of November, 2025.

Zach Parsch, Mayor

Amanda Davenport, City Secretary

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Intergovernmental Agreement - Subrecipient - Village of Surfside Beach - Community and Environmental -
ID: *****_***** Number:*****, FAIN Number: N/A, Federal Award Date:

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council (hereinafter referred to as "H-GAC"), having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and the Village of Surfside Beach (hereinafter referred to as the "Subrecipient"), having its principal place of business at 1304 Monument Dr, Surfside Beach, TX 77541.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Subrecipient to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Subrecipient has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Subrecipient. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Subrecipient the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Subrecipient are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins ***** and ends *****. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Subrecipient acknowledges that H-GAC is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Subrecipients who spend \$1,000,000 or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain during the course of the work complete and accurate records of all of the Subrecipient's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Subrecipient agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from HGAC.

ARTICLE 17: SEVERABILITY

H-GAC and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: CONTRACT CLOSEOUT PROCEDURE

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements, process the final payment to close out the project, and complete the project audit (if applicable). Subrecipient should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

ARTICLE 19: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 20: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 21: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 22: POLITICAL ACTIVITY - LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with

state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an HGAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 23: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 24: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 25: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 26: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with

requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 27: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 28: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 29: INDEMNIFICATION AND RECOVERY

To the extent permitted by law, H-GAC shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of H-GAC, its agents, or employees, pertaining to its activities and obligations under this Agreement.

Subrecipient shall indemnify and hold H-GAC, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

ARTICLE 30: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 31: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 32: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 33: CHOICE OF LAW - VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 34: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 35: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be

delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 36: PUBLIC INFORMATION ACT

H-GAC and the Subrecipient understand and agree that H-GAC is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). H-GAC must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". H-GAC will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event H-GAC receives a request for information under the Act for information that the Subrecipient has marked as indicated above.

SIGNATURES:

H-GAC and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Subrecipient		H-GAC	
Signature		Signature	
Name		Name	Chuck Wemple
Title		Title	Executive Director
Date		Date	

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Intergovernmental Agreement - Subrecipient - Village of Surfside Beach- Community and Environmental -
ID: *****

SPECIAL PROVISIONS FOR H-GAC GENERAL LAND OFFICE (GLO) FUNDED AGREEMENTS

INDEX

1. Governing Law, Standards, and Regulations
 2. Mandatory Attachments
 3. Payments
 4. Repayment
 5. Personnel
 6. Audit
 7. Insurance
 8. Progress Reports
 9. Final Report
 10. Disadvantaged Business Enterprises
 11. Responsibilities and Quality Assurance
 12. Sanctions or Remedial Actions
 13. Equipment & Computer Software
 14. Acknowledgement of Financial Support
 15. Non-Endorsement by State and the United States
 16. Federal Funding
 17. Insurance & Bond Requirements
 18. Procurement
 19. Child Support Obligations
 20. Preference and Procurement of Materials
 21. Equal Opportunity Clause
 22. Period of Retention
 23. Signage Requirements
 24. Information Resources Security Policy
 25. Access and Protections of H-GAC Information, Resources, Data, and Credentials
 26. Security Breach
 27. Contract Closeout Report
- Incorporated by attachment, as part of the whole agreement, H-GAC and the Village of Surfside Beach (who may also be referred to throughout this Agreement as the Subrecipient) do hereby agree to the following Special Provisions, as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

This agreement is funded in whole or in part with federal grant money. All applicable requirements of the General Land Office's (GLO) grants and contract with H-GAC, 2 CFR 200 including procurement standards; and the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas are incorporated herein by reference. Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and DocuSign;
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

ARTICLE 2: MANDATORY ATTACHMENTS AND PRIORITY IN THE EVENT OF CONFLICT

In consideration of the compensation hereinafter described, Subrecipient shall perform H-GAC approved services as specifically described in the Scope of Work and Budget, and any applicable attachments including the applicable provisions - GLO CONTRACT NO. 24-065-060-E570 COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS NON-RESEARCH & DEVELOPMENT MITIGATION FUNDING, attached hereto and incorporated herein for all purposes.

Please note, in the event of a dispute regarding the federal provisions of this Agreement, the above referenced GLO contract, included herein, will take priority over the General and Special Provisions of this agreement. Subrecipient must ensure they are compliant with all applicable federal requirements.

ARTICLE 3: PAYMENTS

The Subrecipient shall be reimbursed by H-GAC for authorized costs incurred in performance of the work described in Scope of Work, Attachment A, subject to:

A. Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$*****. Allowable costs must be: certified by Subrecipient as correct and necessary, directly associated with performance of this Agreement, provisioned under the Scope of Work or other mutually executed Attachment, and properly submitted at the rates prescribed by state or federal regulations.

B. Increase Request

Any amount requested in excess of this maximum value, must be requested by Subrecipient in writing, and approved by H-GAC, prior to Subrecipient's reimbursement request. Approval or denial of an increase request is at the sole discretion of H-GAC. Any increased expense deemed by H-GAC as sizable may require specific written approval, at the request and discretion of H-GAC.

C. Timely Submission Required

H-GAC is not liable for any costs incurred by the Subrecipient in the performance of this agreement which have not been billed to H-GAC within thirty (30) days following termination of this agreement.

D. Progress Reports

To obtain reimbursement, monthly Progress Report submissions shall be required of Subrecipient, as outlined under the Scope of Work.

E. Timely Processing

Reimbursement from H-GAC shall be processed monthly, after the receipt of the Subrecipient's completed invoice with substantive supporting documentation. Reimbursement from H-GAC is subject to timing of payment from the GLO and conducted in compliance with the terms of the contract between H-GAC and GLO.

F. Format of Request; Required Information

Subrecipient shall use the approved H-GAC Reimbursement Form or Report Form template, to provide substantive supporting documentation and request reimbursement, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit detailed information, supported by back-up documentation, demonstrating reasonable and necessary expenditures for all billed expenses in the same line-item detail provided in the Subrecipient proposal. Subrecipient shall submit certify all information, and hereby agrees to final audit by H-GAC or its agent, at H-GAC's discretion, before releasing funds. Subrecipient shall provide and format information as necessary to meet requirements of H-GAC's contract with the GLO.

ARTICLE 4: REPAYMENTS

Repayment. The Subrecipient understands and agrees that it shall be liable to repay and shall repay upon demand any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government, if the Subrecipient has been paid in violation of the terms of this Agreement.

ARTICLE 5: PERSONNEL

Subrecipient shall employ qualified staff members, including a Project Manager, who shall be responsible for the task administration and work performance. In the event the original Project Manager is no longer available to this project, a substitution of like personnel with similar qualifications can be made after obtaining prior written approval of H-GAC.

ARTICLE 6: AUDIT AND MONITORING

H-GAC shall maintain the right to review and inspect the progress of the work described herein at all times. H-GAC shall conduct periodic analysis of the Subrecipient's performance under this agreement for the purpose of assessing the degree to which contractual objectives, as identified in this agreement or as subsequently amended, are achieved by the Subrecipient. Subrecipient agrees to serve as the Responsible Entity for compliance monitoring activities required under the GLO contract with H-GAC (Attachment A).

ARTICLE 7: INSURANCE

Subrecipient certifies that it has either adequate coverage to meet claims, or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Subrecipient must provide general liability and property insurance in amounts sufficient to cover contractual liability, and protect program facilities including equipment. Subrecipient must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Subrecipient's employees or agents are covered by sufficient automobile liability insurance. Subrecipient certifies that it either has Workers' Compensation insurance in the amount required by statute, or is self-insured for workers' compensation coverage under statute. Subrecipient further represents that it is insured for general liability including bodily injury, death and property damage. All insurance certificates, policies, and binders must be maintained by Subrecipient at its program site for review by H-GAC at any time.

ARTICLE 8: PROGRESS REPORTS

Subrecipient shall submit monthly progress reports documenting task-specific accomplishments, units of work performed, and program results achieved, as outlined in the Scope of Work of this Agreement.

A. Compliance

Subrecipient shall report its own internal legal efforts to ensure compliance with funding or administrative standards. Subrecipient is solely responsible for compliance, and any supplemental guidance produced or provided by H-GAC in no way absolves or diminishes Subrecipient liability. Any information provided by H-GAC should not be relied upon as a wholly exhaustive list of recommendations, provisions, or regulatory requirements.

B. Format of Report

Subrecipient shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit a Progress Report that must include: 1) A brief description of work accomplished for each task, 2) The percentage of completion of the overall work project expressed in units, task requirements or any other agreed upon unit measurement, 3) Task priorities remaining under the agreement, 4) Special problems or delays encountered or anticipated, and 5) The anticipated work activities for the next work period.

C. Other Reports

Subrecipient shall submit other information as may be required by H-GAC, such as: contract closeout reports, special requested data, follow-up reports, or ad hoc reports and information on the operation and performance of this Agreement. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

D. Breach

Subrecipient's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

ARTICLE 9: FINAL REPORTS

No later than thirty (30) days following the termination of this Agreement, the Subrecipient must submit to H-GAC a Report Form marked "Final." This final report shall notify H-GAC that no further reimbursement requests will be made against this Agreement and shall certify the satisfactory completion of all activities and deliverables required under this Agreement.

Upon completion of the Scope of Work, the Subrecipient will submit all materials specified as deliverables in the Scope of Work. Subrecipient shall furnish H-GAC with all computer files related to the Scope of Work, that were not previously transmitted.

ARTICLE 10: COMPANY ROLE RESPONSIBILITIES

A. Safety

Subrecipient is responsible for all necessary safety precautions and programs in connection to work performed under this agreement. Additionally, Subrecipient must comply with all applicable laws and regulations in handling hazardous substances, waste disposal and waste manifests.

B. Quality Assurance

Subrecipient shall comply with any applicable environmental quality requirements, including those set forth by the Texas Commission on Environmental Quality (TCEQ).

ARTICLE 11 SANCTIONS OR REMEDIAL MEASURES

A. Performance Sanctions. Subrecipient's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable H-GAC policies, issuances, and rules may subject Subrecipient to sanctions and/or remedies imposed by H-GAC.

B. Financial Sanctions. H-GAC retains the right to deduct the amount of any advance payment or previous overpayment made by H-GAC, from any subsequent billing submitted by Subrecipient for violations under this contract. Failure to comply with the Subrecipient obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Subrecipient will be liable for and will repay to H-GAC, on demand, any amounts which are not expended in compliance with this contract or disallowed, as a result of a resolution agreement. Subrecipient will further be

responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist by monitoring or auditing by any party as authorized or required by H-GAC. Subrecipient will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Subrecipient. All repayment made by the Subrecipient shall be from nonfederal funds. Subrecipient's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including allowable interest.

- C. If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing to Subrecipient. If H-GAC withholds such payments, it will notify the Subrecipient in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.
- D. If the Subrecipient neglected to follow procurement rules when buying inventory or equipment, H-GAC may recover funds. H-GAC may withhold payments on any invoices owed to a Subrecipient if the Subrecipient does not provide a current inventory when requested. H-GAC may refuse to close a contract and make a final payment to Subrecipient if the Subrecipient's inventory is not current with H-GAC records. H-GAC may also recover funds when Subrecipient fails to report stolen or lost equipment.
- E. Notwithstanding H-GAC's exercise of its right of early termination, the Subrecipient will not be relieved of any liability for damages due to H-GAC. H-GAC may withhold payment to Subrecipient on this contract until such time as the exact amount of damages due to H-GAC from the Subrecipient is agreed upon or is otherwise determined by H-GAC.

ARTICLE 12: EQUIPMENT & COMPUTER SOFTWARE

Any purchase of equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

ARTICLE 13: ACKNOWLEDGEMENT OF FINANCIAL SUPPORT

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE 14: NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

ARTICLE 15: FEDERAL FUNDING

Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief

and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act

**Federal Award Identification Number
(FAIN)**

B-18-DP-48-0002

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Agreement must be made in accordance with this Agreement and the Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

ARTICLE 16: RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by H-GAC and the GLO, the Activities as set forth in the Agreement and the Contract. The discretionary right of H-GAC and the GLO to terminate for convenience under **Section 3.02** of the Contract notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by H-GAC for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.** H-GAC shall likewise reserve the right to seek recapture or reimbursement of any funds expended under this Agreement that do not meet the terms of the Agreement or which have been recaptured by the GLO under the terms of the Contract.

ARTICLE 17: INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity.

Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.

ARTICLE 18: PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses: (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

ARTICLE 19: CHILD SUPPORT OBLIGATION

Under Section 231.006 of the Texas Family Code, the Subrecipient certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

ARTICLE 20- PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
- (ii) in a way that meets the Contract's performance requirements; or
- (iii) at a reasonable price.

(b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

ARTICLE 21- EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 22- PERIOD OF RETENTION

In addition to any retention period mentioned in the General Provisions of this Agreement, please note the GLO and/or H-GAC will notify all Program participants of the date upon which local records may be destroyed. Local records may not be destroyed prior to this notification.

ARTICLE 23: SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet. For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality. All signage required under this section shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program.”

ARTICLE 24: INFORMATION RESOURCES SECURITY POLICY

Subrecipient shall maintain a written information security policy, which at minimum:

- (1) Ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston Galveston Area Council (H-GAC) with verification of required training upon completion or H-GAC's request;
- (2) Provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques.
- (3) Requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,
- (4) Requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide H-GAC with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

ARTICLE 25: ACCESS AND PROTECTIONS OF H-GAC INFORMATION RESOURCES, DATA, AND CREDENTIALS

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of H-GAC information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Subrecipient and Subrecipient's subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council (H-GAC) information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston Area Council (H-GAC) information resources, data, and credentials.

ARTICLE 26: SECURITY BREACH

Subrecipient shall notify H-GAC within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of H-GAC information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with H-GAC to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

ARTICLE 27: CONTRACT CLOSEOUT REPORT

Subrecipient shall prepare and submit to H-GAC information as necessary to support H-GAC's submission of a final **Grant Completion Report** to the GLO for approval. Per the terms of H-GAC's agreement with the GLO, the Grant Completion Report shall confirm final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the GLO Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

H-GAC, with the assistance of information provided by Subrecipient, shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify H-GAC via official closeout letter upon review and approval of the final Grant Completion Report.

Scope of Work

Section 1: Overview

This Scope of Work reflects the roles, responsibilities, and tasks specific to the Village of Surfside Beach (“Subrecipient”) and any parties contracted by the Subrecipient and Houston-Galveston Area Council (H-GAC) in the completion of work being conducted under the Texas General Land Office (GLO) Contract No. 24-065-060-E570 (Contract) between the GLO and H-GAC (provided as Appendix A of this Agreement). The Contract provides for Community Development Block Grant – Mitigation (CDBG-MIT) funds for a number of purposes being overseen by H-GAC, including the Village of Surfside Beach project (“Project”) for work related to the replacement and rehabilitation of their vacuum sewer collection system and associated lines. The relationship between the Subrecipient and H-GAC is formalized in the Subrecipient Agreement (Agreement) to which this Scope of Work Appendix is attached. **The Agreement in its entirety, including general provisions, special provisions, and this scope of work, are subject and subordinate to all requirements and restrictions of the Contract, as it may be amended from time to time.** The Agreement may impose additional restrictions on the Subrecipient and H-GAC, but in any instance in which the language of the Agreement is in conflict with the Contract other than supplemental requirements, the Contract shall supersede the Agreement.

Section 2: Project Description

The Subrecipient, with support and oversight by H-GAC, will conduct the Project using the means, methods, budget, and monitoring and reporting tasks described in the Project description in the Contract, as was previously approved by the GLO during the review of H-GAC’s CDBG-MIT application 2022-100164-RMP and the formalization of the approval as part of the Contract. Any change to the details of the Project previously approved by the GLO will require review and approval by H-GAC and the GLO prior to deviation from the previously approved Project description. All Tasks described below shall be conducted on a schedule or timelines approved under the Agreement and the Contract, as previously approved by the GLO during the Application and Contract phase, or as subsequently modified with the agreement of the GLO.

Section 3: Roles and Responsibilities Overview

H-GAC’s primary tasks under this Agreement are to represent and support the Subrecipient in interactions with the GLO; ensure all work, monitoring, reporting and other tasks assigned to the Subrecipient are conducted in accordance with the Agreement and the Contract; compile financial reporting, financial invoicing, and other progress reporting information required by the Agreement and the Contract from information submitted by the Subrecipient and other local partners; and reimburse the Subrecipient of appropriate expenses of work conducted under the Agreement up to the allocated project budget for this work (subject to prior reimbursement from the GLO or payment otherwise tendered.)

The Subrecipient’s primary tasks under this Agreement are to conduct all environmental or other monitoring work, including assuming the role of Responsible Entity pursuant to the

requirements and definitions of such in the Contract, necessary to satisfy requirements of the Agreement and Contract; procure all vendors or contractors (or confirm the procurement of existing vendors as needed) necessary to complete the Project in accordance with procurement requirements of the Contract and Agreement; acquire, in accordance with applicable requirements, all land, easements, or other means necessary for the replacement and rehabilitation of the vacuum sewer collection system site; construct and bring into operation the new elevated sewage vacuum system in accordance with all applicable requirements; and to provide H-GAC with all financial and progress reporting information necessary to satisfy the Agreement and Contract. The Subrecipient shall be responsible for procuring and contracting all services necessary for the project, including the pre-procurement of engineering and/or grant administration services in compliance with 2 CFR 200 for all General Land Office Mitigation projects and all requirements otherwise applicable from this Agreement and H-GAC's Contract with the GLO.

Section 4: Project Tasks

Task 1: Project Initiation - The Subrecipient will support H-GAC with all steps necessary to initiate the Project and Contract, including but not limited to startup documentation and meetings.

1.1 Project Initiation Meetings - The Subrecipient and H-GAC shall attend a Community Development Block Grant- Mitigation (CDBG-MIT) kickoff workshop hosted and presented by the GLO, and other meetings as necessary to satisfy the Agreement and Contract.

1.2 Startup Documentation – The Subrecipient shall provide all startup documentation requested by H-GAC as necessary to satisfy the GLO's requirements.

1.3 Procurement and Insurance Planning – The Subrecipient shall coordinate with H-GAC to ensure all Contract and Agreement requirements regarding procurement policies are understood by both parties, and plan for future procurements. Additionally, the Subrecipient will work with H-GAC to document that insurance requirements of the Contract are met prior to the initiation of any work to which they apply.

1.3 Project Planning – The Subrecipient shall work with H-GAC to set up regular progress meetings at a mutually agreeable frequency. The Subrecipient shall coordinate with H-GAC on continuing means and methods of communication between both parties and respective vendors, including the designation of a Project Manager for each party, and designated points of contacts.

Task 2: Environmental Assessment, Monitoring, and Permitting – The Subrecipient shall procure and conduct all work necessary to evaluate, seek permits or other clearances for, monitor, and report to H-GAC on all environmental and related requirements of the Agreement and the Contract. As part of this role, the Subrecipient shall serve as the Responsible Entity for this Project under the Contract.

2.1 Environmental Evaluation and Review – The Subrecipient shall conduct or procure services as necessary to conduct all preliminary and ongoing environmental and site review work necessary to satisfy the Contract and conduct the work of the Project. The

Subrecipient shall make all results available as needed to H-GAC, except as otherwise prohibited by applicable statute or superseding restriction.

2.2 Environmental Permitting – The Subrecipient shall pursue, acquire, and maintain all permits or other legal clearances needed to conduct the work of the Project in accordance with the Contract and other applicable regulation and requirements.

2.3 Environmental Monitoring and Reporting – The Subrecipient shall conduct all preliminary and ongoing monitoring tasks and submit to H-GAC reporting information necessary to meet the Contract requirements. H-GAC shall coordinate all direct reporting to the GLO except as otherwise designated by the GLO related to the Subrecipient's role as the Responsible Entity.

2.4 Responsible Entity – For all applicable tasks of the Project, the Subrecipient shall serve as the Responsible Entity as described in, and required by, the Contract and Agreement.

Task 3: Construction and Acquisition – The Subrecipient shall procure all vendors, contractors, and consultants; pursue, acquire, and maintain any legal permits and clearances; acquire necessary parcels and easements; and conduct all construction work to meet the goals of the Project.

3.1 Procurement – The Subrecipient will procure all consultants, vendors and contractors needed to complete the construction and acquisition tasks of the Project. H-GAC staff shall support the Subrecipient as needed in ensuring procurement requirements of the Agreement and Contract are met.

3.2 Abandonment of Existing Seashell line – The Subrecipient shall abandon and remediate the existing Seashell line with a gravity system and submersible lift station infrastructure site per the Contract and other applicable standards and regulations.

3.3 Construction – The Subrecipient shall design and construct the new gravity sewer line and submersible lift station and bring it into operation. H-GAC shall support the Subrecipient in coordinating interactions with the GLO on all aspects of this and other subtasks. The Subrecipient shall ensure all signage required by the Contract is erected and maintained.

Task 4: Project Progress Reporting – The Subrecipient shall provide H-GAC all information necessary to meet financial and progress reporting requirements of the Agreement and the Contract. H-GAC shall provide the Subrecipient with forms, access to necessary databases, or other means and methods necessary to facilitate the Subrecipient's reporting requirements. H-GAC shall compile and submit all reporting information to the GLO, except as otherwise designated by the GLO or through mutual agreement of the Subrecipient and H-GAC.

4.1 Monthly Activity Status Report – For the duration of the Agreement, on or before the final day of the month in which Project activities occur, the Subrecipient shall provide information for a monthly activity status report, in a format approved by H-GAC in accordance with Attachment F of the Contract. H-GAC shall submit a monthly activity

status report to the GLO by the fifth day of the month following the month in which the reported activities were performed.

4.2 HUD Contract Reporting – For the duration of the Agreement, on or before the final day of the month in which Project activities occur, the Subrecipient shall provide a written summary of all contracts procured by the Subrecipient using grant funds awarded for the Project under the Agreement and Contract, in a format approved by H-GAC in accordance with Attachment H of the Contract. H-GAC shall submit a monthly activity status report to the GLO by the fifth day of the month following the month covered by the summary.

4.3 Section 3 Reporting – For the duration of the Agreement, on or before the final day of the quarter in which Project activities occur, the Subrecipient shall submit to H-GAC quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, the results of those actions, and any impediments encountered.

4.3.1 Section 3 Annual Report – In addition to the quarterly reports, the Subrecipient will submit to H-GAC on or before September 15th of each year, cumulative information on the Project sufficient to meet H-GAC's Section 3 Annual Report requirement of the Contract.

4.4 Report Submission – H-GAC shall compile and submit to the GLO all reports required by the Contract. H-GAC shall coordinate with the Subrecipient to ensure all information provided by the Subrecipient is sufficient to meet Contract requirements. The Subrecipient shall support H-GAC in developing or amending any information necessary for subsequent amendments or additions to the reports requested by the GLO.

4.5 Project Progress Meetings – H-GAC and the Subrecipient will establish and attend regular meetings internally and with the GLO.

4.5.1 GLO Project Meetings – The Subrecipient shall attend Project progress meetings with H-GAC and the GLO at a frequency established by the GLO.

4.5.2 H-GAC Project Meetings - The Subrecipient and H-GAC shall attend monthly Project meetings, or at a frequency otherwise mutually agreeable to both parties.

Task 5: Financial Reporting, Invoicing and Reimbursement – The Subrecipient shall submit to H-GAC financial invoicing for Project activities, financial reporting, and other documentation necessary for H-GAC to pursue reimbursement or other payment activity with the GLO and meet Contract requirements.

5.1 Procurement – The Subrecipient shall conduct all procurements, and coordinate with H-GAC to ensure that the Subrecipient, H-GAC, and applicable state and federal standards are followed. H-GAC shall work with the Subrecipient during the first year of the project to establish a procurement plan and update it as necessary.

5.2 Invoicing – The Subrecipient shall submit all reimbursement requests or documentation for other payment arrangements established with the GLO no later than 60 days (instead of 90 days) from the date Subrecipient or any subcontractors incur the expense. H-GAC will review all reimbursement requests and submit them to the GLO not later than 30 days (instead of 60 days) of receipt. Except as otherwise noted in this Agreement or the Contract between H-GAC and the GLO, the Subrecipient has the authority to pay contractors, vendors, and consultants upon receipt of proper invoices prior to receiving reimbursement from the GLO in order to maintain project timelines and contractor relationships, **with the understanding that the Subrecipient bears the risk for any costs later determined to be ineligible by the GLO.**

5.3 Benchmarks – The Subrecipient shall be responsible for meeting all benchmarks established in the Contract, except as otherwise amended in advance. The Subrecipient shall not submit any requests for reimbursement not authorized by benchmark progress.

5.4 Payment of Vendors – The Subrecipient shall reimburse all contractors, vendors or consultants procured under the Agreement in a timely manner pursuant to the requirements of the Contract.

5.5 Annual Audit – The Subrecipient shall submit information to H-GAC as necessary to complete an annual Audit Certification Form no later than 45 days after the end of the Subrecipient's fiscal year.

Task 6: Engagement and Outreach – The Subrecipient shall conduct all public outreach and engagement necessary to meet the requirements of the Agreement and Contract. H-GAC shall support the Subrecipient in coordinating and participating in required outreach and engagement activities as appropriate.

6.1 General Public Outreach – The Subrecipient will conduct all outreach, including but not limited to, public hearings, public meetings, legal notices, and other means and methods of communicating with the public regarding Project activities as required by the Contract and Agreement. H-GAC shall support the Subrecipient in coordinating with the GLO on specifics of requirements and approval for elements conducted; and participating in outreach activities as appropriate.

6.2 Affirmatively Furthering Fair Housing – The Subrecipient shall, at a minimum, partner with H-GAC on conducting a Fair Housing activity with the Subrecipient's governing body, pursuant to the requirements of the Contract. The Subrecipient shall report to H-GAC any other Fair Housing activities it may conduct during the life of the Project. H-GAC shall support the Subrecipient in conducting their governing body's activity and in other Fair Housing outreach activities as appropriate. H-GAC and the Subrecipient shall conduct other activities as required by the GLO.

6.3 Formal Notifications and Meetings – The Subrecipient shall conduct all hearings, meetings, notices and other required public engagement and notification tasks related to the work of the Project as required by the Agreement, the Contract, or requirements

specific to the Subrecipient. The Subrecipient shall coordinate with H-GAC on documenting and reporting these activities.

Task 7: Closeout – At the completion of the Project, and as required subsequent to the conclusion of Project activities, the Subrecipient shall produce all required documentation, information for Contract reporting; conduct all monitoring activities; and otherwise provide for successful closeout of the project as required by the Agreement and the Contract.

7.1 Retention – The Subrecipient shall coordinate with H-GAC to ensure all project documentation and related information is secured and retained.

7.2 Final Payments and Clearances – The Subrecipient shall ensure that all financial invoicing and reporting and related documentation is provided for H-GAC prior to the conclusion of the Contract. H-GAC shall make final payment for any approved costs subsequent to receiving final payments and approvals from the GLO, per the terms of the Contract.

7.3 Extensions - The Subrecipient shall notify H-GAC of any request for extension, which shall be received 120 days in advance. H-GAC will submit requests for extension no later than 90 days in advance to the GLO.

Section 5: Budget

The approved budget for the Project in the Contract, as may be amended from time to time, is reflected in Table B-1. This budget reflects CDBG-MIT funds available to the Subrecipient (and its contracted parties) and H-GAC under the terms of the Agreement and the Contract. Additional funds expended by the Subrecipient and H-GAC are not reflected in this budget but may be required in financial reporting documentation.

Table B-1

Budget Category	Subrecipient
Grant Administration	\$115,844.44
Environmental	\$80,000.00
Planning	\$0.00
Acquisition	\$0.00
Special Environmental	\$0.00
Engineering	\$588,000.00
Construction	\$6,699,713.23
Total	7,483,557.67

Amanda Davenport

From: Zach Parsch
Sent: Monday, November 3, 2025 12:39 PM
To: Amanda Davenport
Subject: Agenda item 1

Discuss and take possible action to employ Clear Career Pro in recruitment efforts of new City Administrator.

Thanks,
Zach

Ordinance 2025. _____

AN ORDINANCE AMENDING CHAPTER 46, ARTICLE V, OF THE CODE OF ORDINANCES OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, ADOPTING A TRUCK ROUTES ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; CREATING A PENALTY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the Village of Surfside Beach, Texas, has determined that adoption of this Ordinance is necessary to the health, safety, and general welfare of the inhabitants of said City and the members of the general public;

WHEREAS, the City Council of the Village of Surfside Beach, Texas, has determined that adoption of this Ordinance is not inconsistent with state law and is necessary for the government, interest, welfare, and good order of the municipality as a body politic; and

WHEREAS, the City Council that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE VILLAGE OF SURFSIDE BEACH, TEXAS:

FIRST, the and recitations set out in the Preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

SECOND, that Chapter 46, Article V, of the Code of Ordinances of the Village of Surfside Beach, Texas, is hereby adopted to read as follows:

ARTICLE V. – TRUCK ROUTES

Sec. 46-202. - Affirmative defenses to operation of trucks, truck tractors and other self-propelled vehicles.

It is an affirmative defense to prosecution of a violation of this article if the motor vehicle in question:

- (7) Is one which has displayed thereon a valid permit, issued by the city secretary or mayor village building official and has a gross vehicle weight of 15,000 pounds or less. In this connection, in authorizing the issuance of such special permit, the secretary or mayor of the village village building official shall specify, and there shall be included in such special permit, a description of the exact route such motor vehicle shall take in traveling to and from any street specified in subsection (3) of this section; information about the use of the roads and the duration of the project; information about the specific trucks and cargo, including their weight, that will be engaged in hauling, and documentation

of the condition of the entire length of road prior to the start of the project. Further, the ~~secretary or mayor of the village~~ village building official shall require the posting of a bond by the permittee, with good and sufficient surety to be approved by the ~~mayor of the village~~ village building official, with the condition that such permittee and his sureties will pay such sum of money as the county engineer or village building official indicates will be reasonably necessary to reconstruct or maintain such street in excess of the normal maintenance cost as a result of such operation. This affirmative defense to the application of section 46-201 only applies if the motor vehicle in question is being operated along the route specified in the permit;

THIRD, this Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the Village of Surfside Beach and this Ordinance shall not operate to repeal or affect any of such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinance or Ordinances are hereby repealed.

FOURTH, if any section, subsection, sentence, clause, or phrase, of this Ordinances is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

FIFTH, all of the regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this Ordinance, acting for the Village of Surfside Beach in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SIXTH, any violation of this Ordinance can be enjoined by a suit filed in the name of the Village of Surfside Beach in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Ordinance or in the Code of the Village of Surfside Beach.

SEVENTH, This Ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the *Brazosport Facts*.

READ, PASSED, AND ADOPTED THIS ____ DAY OF _____, 2025

ZACH PARSCH, MAYOR

Amanda Davenport

From: Zach Parsch
Sent: Monday, November 3, 2025 12:45 PM
To: Amanda Davenport
Subject: Agenda item 2

Discuss and take possible action to change and increase customer rates to match approved Waste Management rate increase beginning January 1, 2026.

I will send the rate sheet that was approved in another email.

Thanks,
Zach

Village of Surfside – 2026 Pricing (Effective 1/1/26)

Residential Rate	\$19.09	7.75% Tax
Additional Cart Rate	\$9.00	

Rates for Section 9C - Regular Commercial and Industrial					
Front Load Container					
	1 time	2 times	3 times		
Two Yard Container	\$54.41	\$108.81	\$163.22		
Three Yard Container	\$88.47	\$176.94	\$265.41		
Four Yard Container	\$117.96	\$235.92	\$353.88		
Six Yard Container	\$144.79	\$289.58	\$434.38		
Eight Yard Container	\$191.65	\$384.55	\$576.82		
Casters and Locking Devices		\$5.20	per item per month		
Front Load Compactor Service					
	1 time	2 times	3 times	4 times	Rental
Two Yard Container	\$129.58	\$227.83	\$328.94	\$427.16	\$435.84
Three Yard Container	\$175.83	\$288.48	\$401.16	\$513.83	\$435.84
Four Yard Container	\$204.59	\$331.83	\$456.06	\$583.17	\$435.84
Six Yard Container	\$268.27	\$432.94	\$612.07	\$791.20	\$435.84
Eight Yard Container	\$314.49	\$551.40	\$791.20	\$1,028.11	\$435.84
Casters and Locking Devices		\$8.46	per item per month		

Rates for Section 9D - Intermittent Commercial and Industrial					
Front Load Container					
	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Each Extra Pick Up	\$60.27	\$63.15	\$66.04	\$71.81	\$81.93
Delivery Charges and discontinued removals			\$80.96		
Commercial Roll Off Container					
	Delivery	Day Rental	Haul	Deposit	
20 Yard	\$107.95	\$2.70	\$315.30	\$383.23	
30 Yard	\$107.95	\$2.70	\$364.76	\$426.41	
40 Yard	\$107.95	\$2.70	\$414.22	\$469.59	
Additional \$23 per ton for over 6 tons for all sizes					
Compactor Service					
	Delivery	Day Rental	Haul	Install	Deposit
28 Yard	\$128.28	\$16.88	\$428.61	\$758.87	none
30 Yard	\$128.28	\$16.88	\$450.29	\$758.87	none
35 Yard	\$128.28	\$16.88	\$486.38	\$758.87	none
40 Yard	\$128.28	\$16.88	\$450.29	\$758.87	none
42 Yard	\$128.28	\$22.96	\$486.38	\$758.87	none

Village of Surfside – 2025 Pricing (Current)

Residential Rate	\$20.31	7.75% Tax
Additional Cart Rate	\$5.85	

Rates for Section 9C - Regular Commercial and Industrial					
Front Load Container					
	1 time	2 times	3 times		
Two Yard Container	\$52.31	\$104.63	\$156.94		
Three Yard Container	\$85.07	\$170.14	\$255.20		
Four Yard Container	\$113.42	\$226.85	\$340.27		
Six Yard Container	\$139.22	\$278.45	\$417.67		
Eight Yard Container	\$184.28	\$369.76	\$554.63		
Casters and Locking Devices		\$5.19	per item per month		
Front Load Compactor Service					
	1 time	2 times	3 times	4 times	Rental
Two Yard Container	\$124.60	\$219.07	\$316.29	\$410.73	\$419.07
Three Yard Container	\$169.07	\$277.39	\$385.73	\$494.07	\$419.07
Four Yard Container	\$196.72	\$319.07	\$438.52	\$560.74	\$419.07
Six Yard Container	\$257.95	\$416.29	\$588.53	\$760.77	\$419.07
Eight Yard Container	\$302.39	\$530.19	\$760.77	\$988.57	\$419.07
Casters and Locking Devices		\$8.14	per item per month		

Rates for Section 9D - Intermittent Commercial and Industrial					
Front Load Container					
	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Each Extra Pick Up	\$57.95	\$60.72	\$63.50	\$69.05	\$78.78
Delivery Charges and discontinued removals			\$77.85		
Commercial Roll Off Container					
	Delivery	Day Rental	Haul	Deposit	
20 Yard	\$103.80	\$2.60	\$303.18	\$368.49	
30 Yard	\$103.80	\$2.60	\$350.73	\$410.01	
40 Yard	\$103.80	\$2.60	\$398.29	\$451.53	
Additional \$23 per ton for over 6 tons for all sizes					
Compactor Service					
	Delivery	Day Rental	Haul	Install	Deposit
28 Yard	\$123.35	\$16.23	\$412.13	\$729.68	none
30 Yard	\$123.35	\$16.23	\$432.97	\$729.68	none
35 Yard	\$123.35	\$16.23	\$467.68	\$729.68	none
40 Yard	\$123.35	\$16.23	\$432.97	\$729.68	none
42 Yard	\$123.35	\$22.08	\$467.68	\$729.68	none

Amanda Davenport

From: Zach Parsch
Sent: Tuesday, November 4, 2025 9:41 AM
To: Amanda Davenport
Subject: Re: New Surfside rates

Amanda,

One modification or add to the rate sheet. We actually charge more to customers than this rate sheet. If WC fee is \$20.31 per residential customer, we actually collect \$20.81 to cover some administrative costs. Same is true for extra cans. \$0.50 added to any/all charges by WC to our customers. Please include that for council.

Current customer cost = \$20.81 and extra cans = \$6.35 each.

New customer cost = \$19.59 and extra cans = \$9.50 each

On Nov 3, 2025, at 12:45 PM, Zach Parsch <zparsch@surfsidetx.org> wrote:

Attached are old and new rate sheets from Waste Connection.
Thanks,
Zach

Begin forwarded message:

From: Matt Lowe <Matt.Lowe@wasteconnections.com>
Date: November 3, 2025 at 12:03:27 PM CST
To: Zach Parsch <zparsch@surfsidetx.org>
Cc: William Holloway <William.Holloway@wasteconnections.com>, Ross Adamson <Ross.Adamson@wasteconnections.com>
Subject: RE: New Surfside rates

Does this work Zach?

First page is the new 2026 pricing, and the second page is the current 2025 pricing.

Matt Lowe | District Manager | C: 713-775-1045 | T: 281-331-0810
Waste Connections | 827 W Hwy 6 | Alvin, TX 77511
<https://www.wasteconnections.com/alvin/>
Connect With the Future®

From: Zach Parsch <zparsch@surfsidetx.org>
Sent: Monday, November 3, 2025 10:37 AM
To: Matt Lowe <Matt.Lowe@WasteConnections.com>
Cc: William Holloway <William.Holloway@WasteConnections.com>
Subject: Re: New Surfside rates

Yes, but would like a non official notice by Wednesday in order to post the details on our agenda. That is the drop dead date to get it on agenda for 11/11/25 mtg.

Also, I thought that I heard Jan 1st pricing effective date.
Thanks,
Zach

On Nov 3, 2025, at 10:32 AM, Matt Lowe
<Matt.Lowe@wasteconnections.com> wrote:

Hey Zach,

I have our legal team drawing up the new agreement. It will have all the new pricing in the contract.

Should have something back for your review by the end of next week.

Does that work?

Matt Lowe | District Manager | C: 713-775-1045 | T: 281-331-0810
Waste Connections | 827 W Hwy 6 | Alvin, TX 77511
<https://www.wasteconnections.com/alvin/>
Connect With the Future®
<image001.png>

From: Zach Parsch <zparsch@surfsidetx.org>
Sent: Monday, November 3, 2025 10:30 AM
To: Matt Lowe <Matt.Lowe@WasteConnections.com>
Subject: New Surfside rates

Matt,
I don't have a final increase document on my end that will be needed to then raise our customer rates accordingly.

Will need the 'to' and 'from' line items that are changing in our WC rate sheet. If I recall correctly it was going to \$19.09 per residential cart, \$5.85 per extra cart, and 4% hike for commercial.

I have to make an agenda item by end of day Wednesday with this information.
Thanks,
Zach

<image001.png>
<Village of Surfside - New Pricing.pdf>

Amanda Davenport

From: Jennie Green-Prats <jbgreen1950@hotmail.com>
Sent: Tuesday, November 4, 2025 9:40 AM
To: Amanda Davenport
Cc: Zach Parsch; EMS Director
Subject: EMS Director request
Attachments: Contract terms for new Lucas CPR device (1).pdf; Letter confirming obsolescence of lucas device.pdf; Price breakdown for new Lucas CPR device (1).pdf; Stryker contract.pdf

Amanda,

Please put this item on the November Council Agenda

Discuss and approve the EMS Director's request to renew the lapsed Stryker contract and the purchase of a new/replacement Lucas CPR device that can no longer be repaired because of a lack of parts availability.

Please add the documents from Franks request as a part of the council packet.

Reason for Request:

I recently discovered that the service contract with **Stryker**—which covers the maintenance of our EMS equipment—was allowed to expire under the previous administration. I learned this after requesting Stryker to perform maintenance and realizing there were no invoices from January through April. Upon contacting them, I was informed that the contract had lapsed and no service has been performed since before my arrival.

While reviewing the equipment, I also found that our **Lucas CPR device** is no longer eligible for coverage or repair under any plan. Stryker has discontinued maintenance support due to the unavailability of replacement parts. Additionally, the current Lucas device is experiencing a significant issue where the battery will not hold a charge beyond two bars—even when connected to power.

Stryker is currently offering a **\$3,000 trade-in allowance** toward the purchase of a new Lucas CPR device. This piece of equipment is a critical, life-saving device that we rely on heavily in the field.

It's also important to note that once the warranty expires on our **electric stair chair**, it must be placed under a service contract to maintain compliance with annual maintenance requirements. The current service agreement proposal excludes the stair chair because it remains under warranty through this budget period; I will include it in next year's budget discussions.

Attachments included:

1. Letter from Stryker stating that they can no longer repair the current Lucas CPR device.
2. Price breakdown for the new Lucas CPR device after trade-in.
3. Contract with Stryker for maintenance of our current cardiac monitor and stretcher.

4. Cost breakdown for the annual payment option if we choose to finance the new Lucas CPR device at 0% interest.

Amanda,

Please put this item on the November Council Agenda

Discuss and approve the EMS Director's request to renew the lapsed Stryker contract and the purchase of a new/replacement Lucas CPR device that can no longer be repaired because of a lack of parts availability.

Please add the documents from Franks request as a part of the council packet.

Regards,

Jennie Green-Prats

1st Choice Realty

979-236-1390

jbgreen1950@hotmail.com

[Information About Brokerage Services](https://members.har.com/mhf/terms/dispBrokerInfo.cfm?sitetype=aws&cid=492200)

<https://members.har.com/mhf/terms/dispBrokerInfo.cfm?sitetype=aws&cid=492200>

[Texas Real Estate Commission Consumer Protection Notice](https://www.trec.texas.gov/sites/default/files/pdf-forms/CN%201-2.pdf)

<https://www.trec.texas.gov/sites/default/files/pdf-forms/CN%201-2.pdf>



November 2024

**Service Obsolescence notice for
LUCAS 2® Chest compression System**

Dear valued customers and partners,

Stryker appreciates the opportunity to serve your organization. We have been notified by our parts providers that some components used on LUCAS 2 devices are no longer available in the North American market. As such, this letter is to provide notification of the upcoming service obsolescence of the legacy LUCAS 2 product.

Exact obsolescence dates and trade in offer are outlined below:

Impacted Serial Number(s)	Description	Service Obsolescence Date
30080002 - 30149937	LUCAS 2.0 and LUCAS 2.1	02/28/2025
3014A001 - 3018L431	LUCAS 2.2	12/31/2025

As you upgrade to new technology, there may be trade in credit available for legacy LUCAS 2.0, LUCAS 2.1 and LUCAS 2.2 devices through 12/31/25. Please work directly with your local Stryker sales representative for further details. Additionally, if there is an existing ProCare Services contract in place for the above mentioned products extending past the obsolescence date, Stryker will roll the remaining service into a contract on a new device.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare service team who is the only approved service provider for our products. As such, we cannot guarantee the efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LUCAS 3, v3.1 device.

Thank you for your continued partnership.

Sincerely,

Ryan Slusarzyk
Senior Manager, ProCare Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425-867-4000 | Toll-free +1 800-442-1142 | stryker.com
Medicorum Place, Waterdown, Ontario, L8B 1W2, Canada



10/20/2025

SURFSIDE BEACH EMS

1304 MONUMENT DR
SURFSIDE BEACH, Texas 77541-9522

Equipment: See proposal for detailed equipment descriptions and pricing.

Finance structure: Conditional Sale

Payment terms:

	5 annual payments
Proposal total	\$27,723.69
Total payment	\$5,544.74

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation, and acceptance.

Transfer of title: At contract commencement.

Down payment: No down payment required.

First payment due: Net 30 following installation.

Interim rent: Stryker does not charge interim rent.

Documentation fees: Stryker does not charge documentation fees.

Payment adjustment: *The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonably determined by Stryker's Flex Financial division. Flex Financial reserves the right to adjust the payments prior to contract commencement to maintain current economics of this proposed transaction. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.*

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **10/31/2025**.



Surfside Beach 1 Yr

Quote Number: 11198052

Version: 1

Prepared For: SURFSIDE BEACH EMS

Attn:

Rep: Tim Garza

Email:

Phone Number:

GPO: EMS

SMK Service Rep Name: Jason Evans

SMK Service Rep Email: jason.evans1@stryker.com

SMR Service Rep Name: Mike Flowers

SMR Service Rep Email: michael.flowers@stryker.com

Quote Date: 10/16/2025

Expiration Date: 11/15/2025

Contract Start: 10/30/2025

Contract End: 10/29/2026

Delivery Address

Name: SURFSIDE BEACH EMS

Account #: 20171997

Address: 1304 MONUMENT DR

SURFSIDE BEACH

Texas 77541-9522

Sold To - Shipping

Name: SURFSIDE BEACH EMS

Account #: 20171997

Address: 1304 MONUMENT DR

SURFSIDE BEACH

Texas 77541-9522

Bill To Account

Name: SURFSIDE BEACH EMS

Account #: 20171997

Address: 1304 MONUMENT DR

SURFSIDE BEACH

Texas 77541-9522

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR + Parts, Labor, Travel + Preventative Maintenance + Batteries Service	12	1	\$2,281.00	\$2,281.00
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO + Parts, Labor, Travel + Preventative Maintenance + Batteries Service	12	1	\$1,656.00	\$1,656.00
ProCare Total:						\$3,937.00

Price Totals:

Authorized Customer Signer (Printed) _____ Date _____

Stryker Authorized Signature (Printed) _____ Date _____



Surfside Beach 1 Yr

Quote Number: 11198052

Version: 1

Prepared For: SURFSIDE BEACH EMS

Attn:

Rep: Tim Garza

Email:

Phone Number:

GPO: EMS

SMK Service Rep Name: Jason Evans

SMK Service Rep Email: jason.evans1@stryker.com

Quote Date: 10/16/2025

SMR Service Rep Name: Mike Flowers

SMR Service Rep Email: michael.flowers@stryker.com

Expiration Date: 11/15/2025

Contract Start: 10/30/2025

Contract End: 10/29/2026

Authorized Customer Signature

Date

Stryker Authorized Signature

Date

Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46952911
2.0	650705550001	PROCARE-SVC-POWERPRO	2307020500015

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.stryker.com/smc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

ProCare Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent**. You will have confidence in your device's state of readiness along with these additional benefits of your service plan.



Your service details are:



Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.



Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

• Additional Preventive Maintenance:

Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.



Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.



Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.



Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.



Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

08/2025
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3800 E. Centre Avenue
Portage, MI 49002 USA

[stryker.com](https://www.stryker.com)



LUCAS w Service

Quote Number: 11199593

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: SURFSIDE BEACH EMS

Attn:

Rep:

Tim Garza

Email:

tim.garza@stryker.com

Phone Number:

Quote Date: 10/20/2025

Expiration Date: 01/18/2026

Contract Start: 10/20/2025

Contract End: 10/19/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SURFSIDE BEACH EMS	Name:	SURFSIDE BEACH EMS	Name:	SURFSIDE BEACH EMS
Account #:	20171997	Account #:	20171997	Account #:	20171997
Address:	1304 MONUMENT DR	Address:	1304 MONUMENT DR	Address:	1304 MONUMENT DR
	SURFSIDE BEACH		SURFSIDE BEACH		SURFSIDE BEACH
	Texas 77541-9522		Texas 77541-9522		Texas 77541-9522

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$20,271.10	\$20,271.10
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,590.30	\$1,590.30
3.0	11576-000071	LUCAS External Power Supply	1	\$503.50	\$503.50
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$946.20	\$946.20
Equipment Total:					\$23,311.10

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-\$3,000.00	-\$3,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
5.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$7,037.60	\$7,037.60



LUCAS w Service

Quote Number: 11199593

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: SURFSIDE BEACH EMS

Attn:

Rep:

Tim Garza

Email:

tim.garza@stryker.com

Phone Number:

Quote Date: 10/20/2025

Expiration Date: 01/18/2026

Contract Start: 10/20/2025

Contract End: 10/19/2026

#	Product	Description	Qty	Sell Price	Total
10/21/2025 - 10/20/2029					
Parts Labor Travel Preventive Maintenance Buffering Service					
ProCare Total:					\$7,037.60

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$374.99
Grand Total:	\$27,723.69

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Amanda Davenport

From: Jon Gerber
Sent: Friday, October 31, 2025 10:40 AM
To: Jake. ; Jennie Green-Prats; Amanda Davenport; Zach Parsch; Oscar Jalifi; Marsha Hines
Subject: Agenda for November
Attachments: surfside%20bird%20proposal%20V3.docx

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Please add this to the agenda for November Discuss and take possible action regarding:

Surfside's Catastrophic Bird Number Reduction - Action Needed to Help Prevent Further Decline

presentation by : **Mike Williams**

Earth Sciences BSc, Ornithologist, Bird City Team Member, President Gulf Coast Bird Observatory and Surfside Resident

Thank you
Jonathan Gerber
Alderman At Large

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A Wildlife Protection Proposal for the Village of Surfside

Mike Williams

Earth Sciences BSc, Ornithologist, Bird City Team Member, President Gulf Coast Bird Observatory and Surfside Resident



Endangered Surfside Bird Piping Plover

Introduction

Surfside has for years been a significant habitat network for coastal and marsh birds providing critical nesting and wintering areas, a critical stopover habitat for migrants in Spring and Fall providing areas to rest feed and recuperate before they continue their journey,

However, in the last few years it has become evident that birdlife in and around Surfside is struggling, (as it is throughout the world). The number of species and the individual birds representing one species are both decreasing. Unabated, Surfside will slowly

become an expanding urban sprawl bereft of large swaths of bird species. This proposal has been written to provide some evidence, suggest reasons why and what we can do as a community to at least slow and maybe even help reverse this trend. There are no easy answers but with some considerable effort, regulation and active protection we can make a difference.

The Evidence – Bird Decline by the Numbers

Recent studies show that North America has lost about **THREE BILLION** birds since the 1970s with some species showing **population drops** of over **70%**, (see Figure 1). Those populations critical to Surfside are Shorebirds some of the Water Birds and Ducks and the Eastern Forest, Aridland, and Grassland birds which represent most of the passerines migrating each Spring and Fall. Many species are now at tipping point with extinction becoming a very real probability.

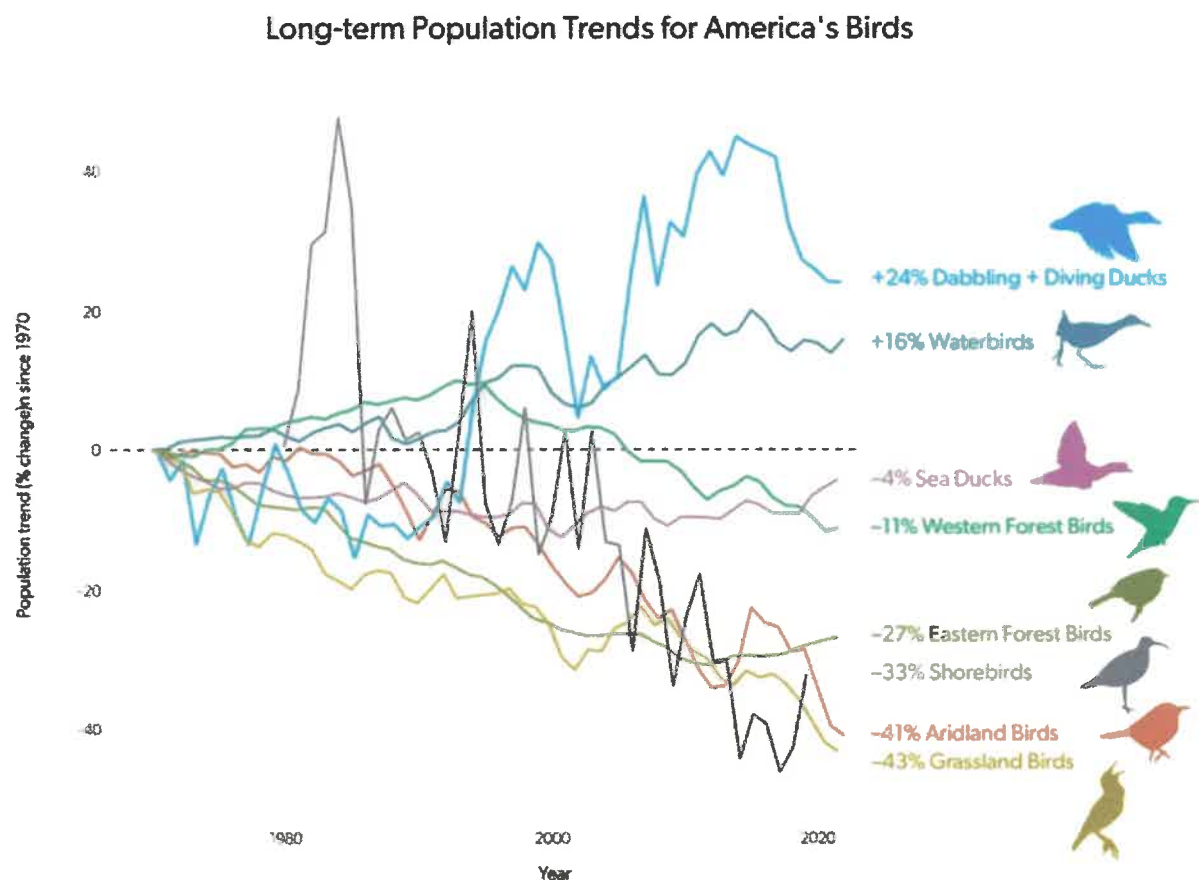


Figure 1 Bird Decline by Type since 1970 in the US

As average, those birds relevant to Brazoria County and Surfside in particular are down by about 30%.

If we now look at Surfside and its 4 critical eBird hotspots is this drop apparent here too?

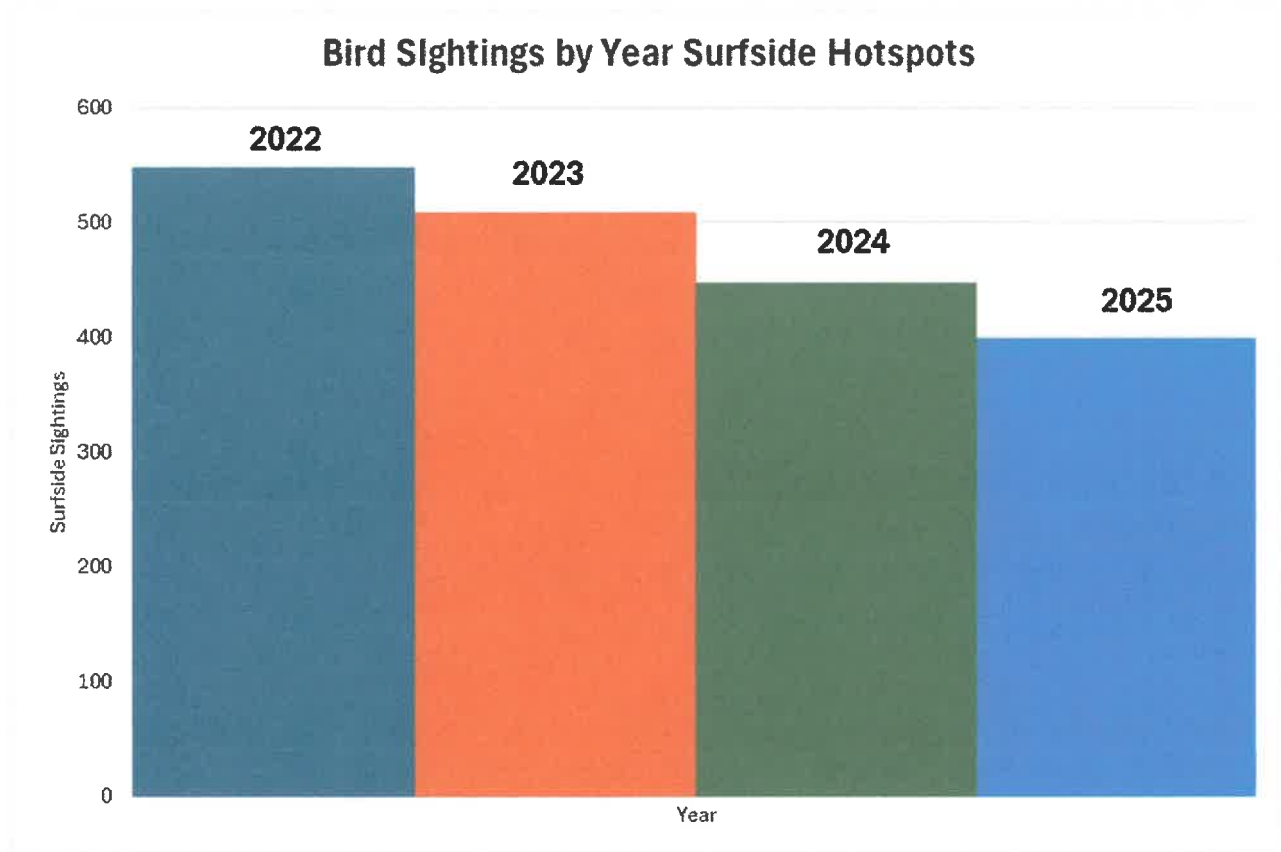


Figure 2 Total sightings by Year 2022-2025 at the 4 eBird Hotspots in Surfside.

While eBird is dependent on other variables such as number of reports submitted etc. the decrease in birds seen within Surfside shows a very similar trend, (obviously 2025 is incomplete at present). Clearly this is very concerning given Surfside's status as a Bird City so the question is what can be done to reverse this trend and how motivated are we to make the necessary changes?

Crab Street – the Critical Habitat

Over 200 species, (210), have been recorded in the Crab Street area alone with the whole of Surfside approaching 250 species, (about 40% of the total US species). A critical tidal marsh system, it provides habitat to a myriad of species for roosting, nesting and most

critically feeding with the large tidal variation providing a constant restocking. This is obvious when watching the feeding frenzy from the roadside almost every day. The nature of roadside habitat is particularly important with water depth variation

Proposal 1

To designate the section of Crab Street from Monument Drive to Canal Drive

Designating Crab Street as a wildlife drive will raise awareness of its avian importance and the potential publicity will bring increased eco-visitors into the area. With some minor infrastructure teaks – designated parking for viewing, information boards etc. (certainly I can work on information boards if required. More extensive improvements can be added later should this initiative prove successful.



Figure 3 Proposed wildlife drive location on Crab Street

Proposal 2 Restrict or Prohibit All Fishing, Crabbing etc. along Crab Street Within the Designated Area

The amount of disturbance around the Crab Street area has significantly increased in the last few years particularly as other marsh areas such as the Crabbing Pier have become “fished out”. Recently this has reached a level where the feeding birds are being pushed from the most fertile feeding areas, breeding birds are abandoning their nests or even worse their chicks, and roosting areas are being abandoned as they no longer provide a safe haven.

It is proposed that there is a total fishing ban both along the road and in the marsh until such time that numbers start to increase again. It is envisioned that this will be at least a minimum of 5 years. Action must be taken now before all is lost!! Critical species include Reddish Egret, Black Skimmer, Piping Plover, White Faced Ibis, Wood Stork and the more common but Surfside specialty Nelson’s Sparrow

Figure 4 Endangered Bird Species of Surfside Marsh



Wood Stork



Reddish Egret

Green Space Protection and Native Revegetation

As part of the initial Bird City application much good work was done on removing invasive plant species and planting Texas natives including in both public spaces (Bird and Butterfly Trail) and providing plants for private gardens. While this is an admirable effort and much more is needed to protect, enhance and expand bird habitat within Surfside.

Proposal 3 Identify, Protect and Enhance Unused Overgrown Land including Easements, scrubland, Parks etc

Within Surfside there are many small plots of land left uncared for from small areas too small to develop to abandoned unused and overgrown duplicate easements etc. It is proposed that these are identified and assessed as native plant areas and become protected by the city. Initially there will need to be a survey of potential sites after which it will be decided which have the most potential

Wasted natural habitat restoration and preservation - Surfside's drainage system

The vegetation on the banks of drainage ditches provides great habitat for birds to roost and feed but is it detrimental to the function of the ditch

So, Should Drainage ditch banks be mowed or trimmed?

The answer is **NO!**

Do the ditches need to be dug out in the ditch itself yes to provide water flow etc. but vegetation is desirable on the banks

From Cleanestor - drainage ditch experts

Planting native vegetation: Native plants have elaborate root systems that stabilize the soil, preventing erosion and minimizing the risk of sedimentation in static drainage ditches. Consider planting grasses, shrubs, or trees in ditch areas to enhance erosion control.

Add to this the benefits to local bird life

Provides cover for many species - notably rails and other skulkers

Great source of food for many birds. If you cut it then there is a one shot feeding frenzy but after this it's dead as a habitat until it regrows

Proposal 4 Preserve drainage ditch habitat - good for birds and good for the ditch too!!

Allow homes and properties to maintain growth on the banks of the drainage ditches rather than destroying this habitat.

Fixing the Litter, Trash and Dumping Problem

All over Surfside litter, trash and dumping are a problem despite people's best efforts to clean it up. This is a particular issue around and in the marsh. Indeed, the SPLASH team recover vast amounts very regularly.

Proposal 5 Severe penalties for those caught dumping in the marsh, higher visibility of anti-littering signage etc.

How Do Bird and Birdwatching Boost Surfside Visitors?

Surfside averages about 500-600 birdwatching visitors a year but when a rare bird occurs this number increases dramatically. The Varied Thrush of 2020 brought in over 2000 visitors in a month many enjoying local hostelry etc. Birding and ecotourism is good for business!!!

Conclusion

Surfside has the good fortune to be located in a truly magical birding area but this location must be treasured and defended against human interference and destruction as much as possible and indeed enhanced as much as possible. The massive drop in bird speciation and individual numbers both nationally and locally is truly astounding and must be of the utmost concern. Surfside, as a bird city, has made great strides forward in bird habitat preservation and creation but human expansion continues unabated. We, the locals, must do so much more if we are to reverse this trend locally. This proposal has been written as a phase 2 to the original work completed as part of the original "Bird City" submission for your consideration. Thankyou