

NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Seabrook, Texas (the “City”) will meet at its regular meeting place at City Hall, 1700 1st Street, Seabrook, Texas 77586 at 7:00 p.m. on the 19th day of May, 2020, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation in one or more series, payable from an annual ad valorem tax, as well as a limited pledge of \$1,000 of the surplus revenues of the City’s water and sewer system, in the maximum aggregate principal amount of \$10,600,000, bearing interest at any rate or rates, not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction of a new wastewater treatment plant, (ii) repair, renovation and construction of City-wide storm sewers, drainage ditches and other drainage improvements, (iii) the purchase, construction and installation of a smart water meter system and (iv) cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is \$15,886,070. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 3.50%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. 2020-05, dated March 17, 2020, which resolution is available from the City upon request) is \$21,462,254, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$25,852,601.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 17th day of March 2020.



DocuSigned by:
Robin Lenio
0B230E8A4B274CD...

City Secretary
City of Seabrook, Texas



Proclamation

WHEREAS, Sexual Assault Awareness and Prevention Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

WHEREAS, Sexual assault harms our community, and statistics show that about 1 in 3 women and 1 in 4 men in Texas have experienced some form of contact sexual violence in their lifetime; and

WHEREAS, For every 1,000 sexual assaults, only 25 perpetrators are sentenced to incarceration; and

WHEREAS, Three in five children never disclose that they have been sexually abused, and a low percentage of all incidents are ultimately reported to authorities; and

WHEREAS, We must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions.

NOW THEREFORE, in recognition of the important work done by domestic violence programs, I, Jim Sweeney, Mayor of Seabrook, Texas, do hereby proclaim the month of April as

Sexual Assault Awareness Month

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 7th day of April, 2026.

City of Seabrook

Jim Sweeney, Mayor



Proclamation

WHEREAS, the City of Seabrook is committed to providing a high-quality emergency communications system to the residents of the city and,

WHEREAS, the City of Seabrook recognizes the professional and unending services of the telecommunicators who answer 9-1-1 calls on a daily basis; and,

WHEREAS, the 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and,

WHEREAS, the 9-1-1 telecommunicators are the true backbone of the 9-1-1 system; and

WHEREAS, the President of the United States has historically acknowledged the second week of April as National Public Safety Telecommunicators Week.

NOW THEREFORE, I, Jim Sweeney, Mayor of the City of Seabrook, Texas, do hereby proclaim the week of April 12, 2026 through April 18, 2026 as

Public Safety Telecommunicators Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 7th day of April, 2026.

City of Seabrook

Jim Sweeney, Mayor



**MEETING MINUTES
MARCH 17, 2026**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Buddy Hammann, Tyler Kubena, Jared Sessum, Tom Tollett, Angela Cervantes, Summer Sanford. Also in attendance were: City Manager Gayle Cook, Deputy City Secretary Mandy Morales, and Deputy City Manager Sean Landis. Mayor Jim Sweeney declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Terri Sones 529 Baywood Seabrook, Texas Ordinance addressing electronic Bikes

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. City Council

Council member Kubena announced the following City events:

- Trash Bash on Saturday, March 28, 2026
- Monroe Field Splash Pad opening for the 2026 Season on Wednesday, April 1, 2026
- The last day to register to vote is April 2, 2026
- City Offices are closed on Friday, April 3, 2026, for Good Friday
- Easter Excursion on Saturday, April 4, 2026, from 10:00 a.m. to Noon

Council member Sessum announced that the Fire Department will be holding a blood drive on Monday, March 30, 2026

1.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Capital Projects, and other city projects.

City Manager, Gayle Cook, reported on the following City updates:

- The status of the restroom at Wildlife Park
- Boards and Commissions updates
- Closures at SH 146 and Red Bluff
- Rail removal at Red Bluff
- The East Meyer project
- The Old Wastewater Plant demolition
- The Pelican Bay Pool Bond project
- The Fire Training Tower
- The ongoing Public Works projects

2. CONSENT AGENDA

2.1 Approve the minutes of the March 3, 2026 City Council Meeting.

2.2 Consider and take all appropriate action on the second reading of Ordinance 2026-06, Amending Chapter 70, "Traffic and Vehicles" establishing regulations related to truck traffic on a public street.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 6 Sanford
Vote:	Passed unanimously by all present

3. BOARDS AND COMMISSIONS

3.1 Consider and take all appropriate action on the appointment of Scott Mixon to the Planning and Zoning Commission with a term to expire on December 31, 2027.

Motion:	To Appoint Scott Mixon as a member of the Planning & Zoning Commission
Made By:	At-Large Position 6 Sanford
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed unanimously by all present

3.2 Consider and take all appropriate action on the appointment of Michael Kent as an alternate member to the Board of Adjustment/Building Standards Commission with a term to expire on December 31, 2027.

Motion:	To Appoint Michael Kent as an Alternate member of the Board of Adjustment/ Building Standards Commission
Made By:	At-Large Position 2 Sessum
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed unanimously by all present

4. NEW BUSINESS

4.1 Consider and take all appropriate action on the approval of Amendment 1 to Task Order 2 for the Professional Services of Kimley Horn for the Bayside Park (CIP P28) at the Main Street Wastewater Treatment Plant site in an amount not to exceed \$37,500.00, and authorize the City Manager to execute.

City Manager Gayle Cook presented information regarding Task Order 2 for the professional services of Kimley Horn for Bayside Park (CIP P28) at the Main Street Wastewater Treatment Plant site. Kristina Malek with Kimley Horn was available for questions. Council discussed issues with permanent versus temporary restrooms to include cost and weather-related issues.

Council member Cervantes questioned Gayle Cook's decision to include this item on the agenda as there was not a consensus between Council regarding adding a permanent restroom at Bayside Park. The rest of Council disagreed, stating that there was a consensus at the November 13, 2025, Joint City Council and Planning & Zoning Workshop that a permanent restroom would be the best option.

Assistant City Manager Sean Landis answered questions regarding velocity zones and the designation of temporary restrooms. Kristina Malek answered questions regarding the design and aesthetics of temporary and permanent restrooms.

Motion:	To Approve Amendment 1 to Task Order 2 for the Professional Services of Kimley Horn for Bayside Park (CIP P28)
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 6 Sanford
Vote:	Passed unanimously by all present

- 4.2 Consider and take all appropriate action regarding a request from Mr. Bill Stanley that the City of Seabrook quitclaim any and all right, title, and interest it may hold in Bath Avenue (the Untitled Tract) and a portion of Lyman Street.**

This item was pulled from the agenda

- 4.3 Consider and take all appropriate action on the approval of an expenditure in an amount not to exceed \$15,000.00 for the demolition of a substandard structure located at 537 Baywood Drive, Seabrook, Texas 77586. This expenditure is not currently budgeted and will require a budget amendment.**

This item was pulled from the agenda

- 4.4 Consider and take all appropriate action on a proposal with GoVapex of Newman Regency Group on the Robinson Lift Station Odor Control project through TIPS Purchasing Cooperative Contract #25010401 for an amount of \$164,588.00, and authorize the City Manager to execute the proposal and all associated documents. The funds are available in fund 329.**

Motion:	To Approve a Proposal with GoVapex of Newman Regency Group on the Robinson Lift Station Odor Control Project
Made By:	At-Large Position 2 Sessum
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

- 4.5 Consider and take all appropriate action on the approval of Project # 2026-06-348 for Grant Management Assistance through Ardurra for the Seabrook Early Warning Systems, in an amount not to exceed \$6,500.00, and authorize the City Manager to execute all associated documents.**

Motion:	To Approve Project # 2026-06-348 for Grant Management Assistance through Ardurra for the Seabrook Early Warning Systems
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann

Seconded By: At-Large Position 2 Sessum
Vote: **Passed** unanimously by all present

4.6 Consider and take all appropriate action on a letter of support for the Freight Access and Surface Transportation (FAST) application proposed by Port Houston under the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program.

Motion: To Approve a Letter of Support for the Freight Access and Surface Transportation (FAST) Application Proposed by Port Houston
Made By: Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

5. ROUTINE BUSINESS

5.1 Establish future meeting dates and agenda items.

Deputy City Secretary, Mandy Morales, informed Council that the next Regular City Council meeting was scheduled for April 7, 2026 at 6:00 p.m.

There being no further business, Mayor Sweeney adjourned the meeting at 6:45 p.m.

APPROVED:

Jim Sweeney
Mayor

DATE: _____

ATTEST:

Rachel Lewis, TRMC
City Secretary



Agenda Briefing

Date of Meeting: April 7, 2026

Responsible Department: Public Works

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Jesus Olivo

Strategic Focus Area: Infrastructure

General Information:

Consider and take all appropriate action on awarding CIP S-29 Lyman Street Reconstruction Project to Eitale Construction LLC with a base bid of \$320,305.15, making them the best value bidder for the project, and allow the City Manager to execute the contract.

Executive Summary / Background:

The City of Seabrook solicited bids for CIP S-29 Lyman Street Reconstruction and received only one bid for 320,305.15. The bid came in within budget for the project. City staff recommends approval.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Seabrook Agreement Eitale Constructions LLC

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



STANDARD AGREEMENT

Terms:

This **AGREEMENT** ("Agreement") is entered by and between Eitale Construction LLC ("Contractor"), located at 6222 Brook Lea St. Houston, TX 77087 and the City of Seabrook ("City"), a home-rule municipality, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as Lyman Street Reconstruction- Seabrook Project no. 2026-02-353. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence upon issuance of Notice to Proceed and shall expire upon final completion of the work. The period of performance shall be 90 days from commencement, at which time liquidated damages would begin. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in Exhibit A for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in Exhibit A. In no event shall the total compensation exceed \$320,305.15 during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery.
4. **Retainage:** City shall retain five percent (5%) of the amount of each progress payment (the "Retainage") until final completion and acceptance of the Work. Retainage shall be released to Contractor within thirty (30) days after final completion of the Work, receipt of all required closeout documents, warranties, final lien releases, and acceptance by City, provided that Contractor has fully performed all obligations under this Agreement. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
5. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits-exclusive of defense costs-of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and



omissions/malpractice) insurance \with minimum coverage limits-exclusive of defense costs-of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage "with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits-exclusive of defense costs- of \$1,000,000 per occurrence and\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved inadvance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

6. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
7. **Payment and Performance Bonds:** Prior to commencement of the Work and as a condition precedent to issuance of the Notice to Proceed, Contractor shall furnish to City a Performance Bond and a Payment Bond, each in the full amount of the Agreement, in compliance with Chapter 2253 of the Texas Government Code (Texas Public Property Finance Act). The bonds shall be executed by a corporate surety authorized to do business in the State of Texas and acceptable to City. The Performance Bond shall guarantee the faithful performance of the Work in accordance with the terms of this Agreement. The Payment Bond shall guarantee payment of all lawful claims for labor performed and materials furnished in connection with the Work. The bonds shall remain in effect until final completion and acceptance of the Work by City. Failure to provide the required bonds shall constitute grounds for termination of this Agreement at the sole discretion of City
8. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/ she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
9. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for- hire



under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the right to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

10. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
11. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
12. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.



13. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
14. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
15. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
16. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
17. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
18. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
19. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to



conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

20. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Harris County, Texas and governed by Texas law.
21. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
22. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
23. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
24. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
25. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
26. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.



27. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
28. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
29. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
30. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
31. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/ she has authority to sign this Agreement on behalf of City.
32. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
33. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or



any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

Executed on March 4th 2026

Eitale Construction, LLC - "Contractor"

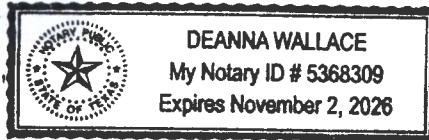
By: Angel M. Guerrero
[name], [title] Eitale Const LLC
President

CITY OF SEABROOK - "City"

By: _____

Gayle Cook, City Manager

State of Texas
County of Harris
This instrument was acknowledged
before me on 3-4-2026 by
Angel M. Guerrero.



Deanna Wallace
Notary Public

Attest:

By: _____

Rachel Lewis, City Secretary

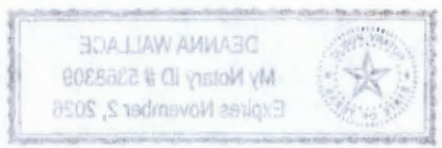
STATE OF TEXAS

March 14, 2012

State of Texas

County of Harris
This instrument is acknowledged
before me on 3/14/2012 by
[Name], [Address]

[Signature]
Notary Public





Agenda Briefing

Date of Meeting: April 7, 2026

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: This system will enhance public safety by providing timely alerts during emergencies, such as severe weather, hazardous material releases, and other critical incidents. The implementation of this system is crucial for safeguarding residents, visitors, and businesses within the city limits.

General Information:

Consider and take all appropriate action on Resolution No. 2026-05 accepting the Hazard Mitigation Grant Program (HMGP) Sub-Grant Award (DR-4781-0161) for the City of Seabrook Outdoor Warning Siren System.

Executive Summary / Background:

That the City Council passed this resolution authorizing the Grant Administrator Ardurra and City Staff to submit the HMGP grant application for funds to acquire an outdoor warning siren system and associated costs to implement long term mitigation measures within the City of Seabrook.

Funding / Fiscal Information:

Provided in the attached Sub-Award Grant Letter

Supporting Materials Attached:

1. Resolution 2026-05 Early Warning System with Exhibit A

Prior Action / Review by Council, Boards, Commissions:

The City Council of the City of Seabrook approved Resolution 2025-04 on January 7, 2025, authorizing submittal of a FEMA Hazard Mitigation Grant Program (HMGP) application in response to Federal Disaster Declarations DR-4781-0161 in the State of Texas.

Staff Recommendation:

Staff recommends acceptance and approval of the sub-award grant and the outlined terms

and conditions.

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

**CITY OF SEABROOK
RESOLUTION 2026-05
ACCEPTANCE OF HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE
SEABROOK EARLY WARNING SYSTEM – DR-4781-0161**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE CITY MANAGER TO ACCEPT A FEMA HAZARD MITIGATION GRANT PROGRAM SUB-AWARD FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) AND TO EXECUTE ALL SUBSEQUENT GRANT AGREEMENTS ASSOCIATED WITH HMGP GRANT, DR-4781-0161, CITY OF SEABROOK EARLY WARNING SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE “AWARD LETTER” ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO PROCEED WITH THE PROJECT.

WHEREAS, the City Council of the City of Seabrook approved Resolution 2025-04 on January 7, 2025, authorizing submittal of a FEMA Hazard Mitigation Grant Program (HMGP) application in response to Federal Disaster Declarations DR-4781 in the State of Texas; and

WHEREAS, the City’s FEMA HMGP Grant Applications outline the need for an early warning system; and

WHEREAS, the State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4781 as a result of Severe Weather in Texas 2024; and

WHEREAS, the City recently received notice of a grant sub-award for the Early Warning System; and

WHEREAS, TDEM has requested that the City accept the scope of the sub-award, as well as grant terms and conditions established by TDEM; and

WHEREAS, the City anticipates subsequent notification and funding by FEMA; and

WHEREAS, the City finds that this Resolution was adopted at a meeting of the Seabrook City Council and in compliance with the Texas Open Meetings Act at which a quorum of the City Council was present; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS:

Section 1. That the agrees to accept the FEMA HMGP sub-award from TDEM, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or her designee is hereby authorized to execute all Agreements with FEMA HMGP Grant, DR-4781-0161 Seabrook Early Warning System.

PASSED AND APPROVED this ____ day of _____, 2026.

Jim Sweeney
Mayor

ATTEST:

Rachel Lewis,
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



March 23, 2026

Gayle Cook
City Manager
City of Seabrook
1700 First Street
Seabrook, TX, 77586-3540

Subject: Sub-Grant Award

Dear Ms. Cook:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4781, Severe storms, Straight-line winds, tornadoes, and flooding. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: JKWVS23E6773
TINS Number: 74-1402289
FIPS Number: 201-66392-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039 HMGP
FEMA Project Number: 0161
Project Title: City of Seabrook Warning Sirens
Period of Performance (POP): February 27, 2026 to March 19, 2027

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	02/27/2026	\$321,344.00	75%	\$241,008.00	25%	\$80,336.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

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will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	02/27/2026	\$16,067.02	100%	\$16,067.02	0%	\$0.00

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The City of Seabrook, Texas currently lacks an outdoor early warning system, leaving residents, visitors, and businesses vulnerable to delayed notifications during emergency notifications during severe weather events. This project proposes the design, procurement, installation, and testing of a citywide outdoor siren system to enhance public safety and emergency response capabilities.

The system will include strategically placed; high-decibel sirens located at:

1. Lakeside Lift Station (29.561200, -95.033800)
2. Lakeside Water Tank (29.578600, -95.032900)
3. Miramar Park (29.566700, -95.018100)
4. Robinson Park (29.584700, -95.004600)

Pursuant to Title 44 of the Code of Federal Regulations (44 C.F.R.) § 200.434(b)(2), City of Seabrook has been granted an extraordinary circumstances exception to the local mitigation plan requirement by the Regional Administrator. The exception has been granted under certain conditions outlined in the 2015 HMA Guidance Part III E.5. This award is contingent upon FEMA approval of a local Hazard Mitigation Plan that complies with 44 C.F.R. §201.6 requirements within 12 months of the project award, which is February 28, 2027. If City of Seabrook does not satisfy this requirement within one year, the approved project will be terminated by FEMA and any costs incurred after notice of termination will not be reimbursed. The Recipient must agree to monitor the plan update process to ensure the plan stays on course for completion. If the plan is not approved within this timeframe, all remaining funds will be returned to FEMA.

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This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX E1 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The Applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions

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acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, John Millar at john.millar@tdem.texas.gov.

Gayle Cook, City Manager

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, John Millar at 281-352-0153 or john.millar@tdem.texas.gov

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations

Copy: Kevin Rodgers
krodgers@seabrooktx.gov

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PO Box 285
Del Valle, TX 78617-9998



February 27, 2026

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice, Chancellor – The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

ATTN: Michelle Ellis, State Hazard Mitigation Officer

RE: DR-4781-0161-TX
City of Seabrook – City of Seabrook Warning Sirens

Dear Chief Kidd,

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Seabrook for the City of Seabrook Warning Sirens project. The federal share is available through the Hazard Mitigation Grant Program (HMGP) under DR-4781-TX. The non-federal match requirement of \$80,336.00 will be provided by the City of Seabrook.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, incremental Subrecipient Management Costs (MC) in the amount of \$16,067.02 are available to the City of Seabrook at a Federal Cost Share of 100%.

Summary of funding for the project is illustrated below:

DR-4781-0161-TX	Federal Share	Non-Federal Share	Total
Project Costs	\$241,008.00 (75%)	\$80,336.00 (25%)	\$321,344.00 (100%)
Subrecipient MC	\$16,067.02 (100%)	\$0.00 (0%)	\$16,067.02
Total Obligation	\$257,075.02	\$0.00	\$337,411.02

The following are the approved Scope of Work (SOW) and MC activities for the above-referenced project:

The City of Seabrook, Texas currently lacks an outdoor early warning system, leaving residents, visitors, and businesses vulnerable to delayed notifications during emergency notifications during severe weather events. This project proposes the design, procurement, installation, and testing of a citywide outdoor siren system to enhance public safety and emergency response capabilities.

The system will include strategically placed; high-decibel sirens located at:

1. Lakeside Lift Station (29.561200, -95.033800)
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3. Miramar Park (29.566700, -95.018100)
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Pursuant to Title 44 of the Code of Federal Regulations (44 C.F.R.) § 200.434(b)(2), City of Seabrook has been granted an extraordinary circumstances exception to the local mitigation plan requirement by the Regional Administrator. The exception has been granted under certain conditions outlined in the 2015 HMA Guidance Part III E.5. This award is contingent upon FEMA approval of a local Hazard Mitigation Plan that complies with 44 C.F.R. §201.6 requirements within 12 months of the project award, which is February 28, 2027. If City of Seabrook does not satisfy this requirement within one year, the approved project will be terminated by FEMA and any costs incurred after notice of termination will not be reimbursed. The Recipient must agree to monitor the plan update process to ensure the plan stays on course for completion. If the plan is not approved within this timeframe, all remaining funds will be returned to FEMA.

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX E1 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The Applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

The milestones included in the application indicate that the time to complete this subaward will be 36 months from the date of this letter. FEMA will not establish activity completion timeframes for individual sub awards. The period of performance (POP) for DR-4781-TX is 36 months from the close of the application period which is set to expire November 13, 2029. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim Hazard Mitigation Grant Program Management Costs, any MC provided will be obligated in increments sufficient to cover Recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the (POP), whichever is sooner. The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that Title 44 of the Code of Federal Regulations (C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 120 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governor's Authority Representative to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report and REC are included for your records.

If you have any questions regarding the information, please contact Shontae Davis, Disaster Branch Chief/Deputy Advisor, at (202) 957-3947 or Shontae.Davis@fema.dhs.gov.

Sincerely,

ROOSEVELT A GRANT

Digitally signed by ROOSEVELT A

GRANT

Date: 2026.03.09 15:57:11 -05'00'

Roosevelt Grant III
Mitigation Division Director

Enclosures: Obligation Report
REC

Grant Terms and Conditions

Subrecipient Agreement for Texas Division of
Emergency Management Administered Awards

Revised August 2025



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

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Revisions

Rev. 1. General updates throughout reflect updates to Executive Orders and federal guidance.

Rev. 2. Updated links throughout the document.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM), an agency of the State of Texas. The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(CFR\) Part 200](#), and adopted by DHS at [2 CFR Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives certify that Subrecipient's policies are in accordance with guidance applicable to federal, state, and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between TDEM and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions, except where additional provisions may be added by TDEM to ensure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document, the terms grant and award will be used interchangeably.
3. A recipient means an entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include Subrecipients or individuals that are participants or beneficiaries of the award.
4. Subrecipient means an entity that receives a subaward from a pass-through entity, in this case TDEM, to carry out part of a federal award. The term Subrecipient does not include a beneficiary or participant. Subrecipient may also be a recipient of other federal awards directly from a federal agency.
5. The grant referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
6. The certifying official is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of Subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A Subrecipient's point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with Subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agent as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM's Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist with managing its Public Assistance and Hazard Mitigation grants (or other), it must be listed on the Designated Subrecipient [Agent Form](#) (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient.

Subrecipient is solely responsible for sharing written communications with the consultant. Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that are required within applicable grant/ funding awards. Subrecipient must perform all activities in accordance with all terms, provisions, and requirements set forth in the award, including the following exhibits:

- Assurances – Non-Construction Programs (federal authority), hereinafter referred to as Exhibit A.
- Assurances – Construction Programs (federal authority), hereinafter referred to as Exhibit B.
- Certifications for Grant Agreements (federal authority), hereinafter referred to as Exhibit C.
- State of Texas Assurances (state authority), hereinafter referred to as Exhibit D.
- Environmental Review (federal authority), hereinafter referred to as Exhibit E.
- Additional Grant Certifications (state authority), hereinafter referred to as Exhibit F.
- Request for Information Procedure (state authority), hereinafter referred to as Exhibit G
- Hazard Mitigation Application Request for Information Procedure (state authority), hereinafter referred to as Exhibit H.
- Recoupment of Funds (state authority), hereinafter referred to as Exhibit I.

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount, not to exceed, the award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding from DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs, authorized under the applicable award.

- Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
- Subrecipient must contribute the required cost share, also known as non-federal share or match, listed on the subaward.
- Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
- Any private non-profit (PNP) will agree to name the Recipient (TDEM) as a beneficiary in any bankruptcy proceeding or must obtain a bond to guarantee funding until the project(s) are closed.
- In the event that TDEM is required to continue to manage the Subrecipient's award after the Recipient's (TDEM) allocated state management funds have been exhausted, Subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards, including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund, to TDEM, any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal is provided below (not all may apply in every project):

- [Public Law 93-288](#), as amended (Stafford Act)

- [44 CFR](#), Emergency Management and Assistance
- [2 CFR](#) 200, Grants and Agreements
- [Disaster Mitigation Act of 2000](#)
- [Executive Order 11988, Floodplain Management](#)
- [Executive Order 11990, Protection of Wetlands](#)
- [Executive Order 12699, Seismic Design](#)
- [Coastal Barrier Resources Act, Public Law 97-348](#)
- [Single Audit Act, Public Law 98-502](#)
- [Sandy Recovery Improvement Act, Public Law 113-2](#)
- [Disaster Recovery Reform Act of 2018](#)
- [16 U.S.C. § 470 National Historic Preservation Act](#)
- [16 U.S.C. § 1531, Endangered Species Act](#)
- [FEMA program publications, guidance, and policies](#)

VII. State Requirements for Grants

1. Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, [Chapter 783, Texas Grant Management Standards \(TxGMS\)](#) and the most recent applicable version of the program [State Administrative Plan](#) (and all effective updates).
2. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors, employed in the completion of the project, to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) uniform guidance, terms and conditions of this award, and the approved application.
3. Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission, that is not conducted for the benefit of a particular candidate or party.
4. Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- a. [Texas General Appropriations Act, Art. IX](#), Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
 - b. [Texas Government Code Sections 556.004, 556.005, and 556.006](#), prohibits the use of any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
 - c. [Texas Government Code Sections 2113.012 and 2113.101](#) prohibit the use of grant funds to compensate any employee who uses alcoholic beverages on active duty. Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
 - d. [Texas General Appropriations Act](#), Art. IX, Section 6.13, requires the Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
 - e. [Texas General Appropriations Act](#), Art. IX, Sections 7.01 and 7.02, and [Texas Government Code §2102.0091](#), requires that this award may only be expended if Subrecipient timely completes and files its reports.
5. TDEM strongly encourages Subrecipient to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for Subrecipient to attain training. Federal procurement training may be required in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the grant's statutory authority. Award funds must not be used to match funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the Federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 CFR §25.300](#), TDEM will not make a subaward unless Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at [SAM.gov](https://sam.gov) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep information current, and review and update at least annually; until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See Appendix A to Part 25, Title 2.
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([Appendix A to Part 170, Title 2](#)).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in federal procurement contracts or financial assistance subject to the Transparency Act per [2 CFR Appendix-A-to-Part-170\(b\)\(1\)\(ii\)\(B\)](#)
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from federal procurement contracts or federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's UEI, the names and total compensation (see [17 CFR §229.402\(c\)\(2\)](#)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](https://sam.gov), or other federally established replacement site.
5. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government
6. A completed [direct deposit authorization form](#) from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant.
7. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
8. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of

Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the Subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this award in accordance with [2 CFR 200 § 317-327](#) and [Appendix II to Part 200](#).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 CFR § 200.327](#) and [Appendix II \(A\)](#), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of [federal](#), [state](#), or local procurement regulations:
 - a. Micro purchase ([2 CFR 200.320\(a\)\(1\)](#))
 - b. Simplified acquisition ([2 CFR 200.320\(a\)\(2\)](#))
 - c. Sealed bid ([2 CFR 200.320\(b\)\(1\)](#))--
 - d. Competitive proposal ([2 CFR 200.320\(b\)\(2\)](#))
 - e. Non-Competitive proposal ([2 CFR 200.320\(c\)](#))
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation.

Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by federal procurement standards and are ineligible for DHS/FEMA grants.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold as outlined in the [Federal Acquisition Regulation](#) (FAR).
6. Subrecipients must not make any award to any party that is debarred or suspended, or is otherwise excluded from participation in the federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. TDEM will not reimburse any expenses for a debarred vendor or Subrecipient that does not have a valid [SAM.gov](#) registration.
 - b. Subrecipients must maintain documentation validating review of the debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and [the Comptroller of Texas](#) and available for review. Subrecipients must maintain documentation to show that they have checked all vendors for debarment and suspension prior to engaging them in a contract using both SAM.gov and the Comptroller of Texas.
7. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises, veteran-owned, and labor surplus firms) at [2 CFR §200.321](#).
8. Subrecipients must comply with the rules of recovered materials for procurements at [2 CFR §200.323](#).
9. Subrecipients must comply with the rules for domestic preferences for procurements at [2 CFR § 200.322](#).
10. All procurement documentation must be submitted to the Texas Division of Emergency Management (TDEM) at the project level (or appropriate GMS location) prior to the award of any procurement contract by the sub-recipient in association with Hazard Mitigation.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance review of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to monitor Subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such monitoring activities.

- Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance monitoring of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the Subrecipient pursuant to this award or any other federal grant or contract.
- Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Subrecipient relating to this award.

- TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this award and of the adequacy and timeliness of Subrecipient's performance pursuant to this award.
- After each monitoring visit, if the monitoring visit reveals deficiencies in the Subrecipient's performance under this grant, a monitoring report will be provided to the Subrecipient that includes requirements for the timely correction of such deficiencies by the Subrecipient. Failure by Subrecipient to take action(s) specified in the monitoring report may be cause for special conditions to be placed on future awards, suspension or termination of the current award pursuant to [2 CFR 200.339](#).

XI. Audit

Subrecipients expending \$1,000,000 or more in total federal financial assistance during their fiscal year will be required to have and provide to TDEM a single audit in accordance with [2 CFR Part 200 Subpart F](#).

- A copy of the Single Audit must be electronically submitted to the Federal Audit Clearinghouse (FAC). The audit must be submitted within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier) in accordance with [2 CFR 200.507\(c\)](#).

- If the Subrecipient is not required to have a single audit, a response to the request will be required to be provided to TDEM for documentation.

Failing to follow the regulation can result in significant adverse consequences, including any action listed in the Enforcement Section (XIV) of this agreement and in accordance with [2 CFR 200.339](#).

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal document retention policy, or the State's document retention policy, whichever is more restrictive. At a minimum, Subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [2 CFR § 200.334-338](#), [TAMU System Regulation 61.99.01](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.
2. Records shall be retained for three (3) years after the final disposition of real estate or equipment.
3. DHS/FEMA or TDEM may direct the Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long-term retention value. If documentation is not retained in accordance with the retention requirements, the subrecipient will be liable for any costs that cannot be substantiated.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by the Subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes or Amendments

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this award. Any alteration, addition, or deletion to this agreement made by Subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been

made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically through GMS of the changes in writing. Once notification has been made, any subsequent request for reimbursement will indicate Subrecipients acceptance of the changes to this award.

XIV. Enforcement

Should Subrecipient materially fail to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any terms of this grant ([2 CFR 200.339](#)). TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and
 - c. The scope of the termination of the award.
 - d. The termination of an award is final.
8. Withhold future awards for the grant program; and
9. Take other remedies that may be legally available.

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

Costs incurred by Subrecipient during a suspension or after the termination of this

award are not allowable costs.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to “Debarment and Suspension” under [Executive Order 12549](#).

XV. Conflicts of Interest

Subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. ([2 CFR 200.112](#) and [2 CFR 200.318\(c\)](#))

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from Subrecipient. If the close-out review and reconciliation indicate that the Subrecipient is owed additional funds, TDEM will send the final payment automatically to the Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

- DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
- Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
- Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as “GMS”. TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM's Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for Subrecipient grant management functions. Subrecipients are required to use GMS for all grant-related functions as required by TDEM unless written authorization from

TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted unless an alternative process has been pre-approved by TDEM as indicated above.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 30 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for Subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be completed prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 30 days of the work completion date.
2. Should additional time be required to complete a project, a time extension request must be submitted in GMS in advance to TDEM which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual

project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the existing period of performance may result in denial, reduction, or withdrawal of federal funds for approved work. In some circumstances, a request for a project extension may extend beyond the period of performance between TDEM and DHS/FEMA, and so a request for an extension must be approved first by the federal agency before TDEM has authority to approve an extension for a Subrecipient.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to the approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 60 calendar days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying that other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a Subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the Subrecipient may request additional funding through the appeal process, within 60 calendar days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting Subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which Subrecipient believes the initial action was inconsistent. Additionally, for

disasters declared on or after January 1, 2022, Subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by Subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 calendar days from the written notice of the determination being made.
- b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Division Chief of Recovery and should contain additional information that the Subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted and forward the appeal with a written recommendation to DHS/FEMA within 60 calendar days.

For presidentially declared disasters on or after January 1, 2016, the Subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Subrecipient is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 calendar days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the Subrecipient's position, specifying the monetary figure in dispute, and the provisions in federal law, regulation, or policy with which the Subrecipient believes the initial action was inconsistent. An appeal must be submitted by Subrecipient within the following time frames ([44 CFR § 206.440](#)):

- a. Any DHS/FEMA or TDEM determination – 60 calendar days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the Subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from Subrecipient, TDEM will forward the

appeal to DHS/FEMA within 60 calendar days.

XXIV. Requests for Reimbursement and Advance of Funds

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV) of these terms and conditions. Additional monitoring may be required of Subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase in the maximum small project amount, the Subrecipient may require an Advance of Funds to pay the eligible costs of the approved project scopes of work. The [small project threshold](#) is adjusted with each federal fiscal year.

Should the Subrecipient have an active receivable on any grant administered by TDEM, TDEM may choose not to process an advance of funds until the receivable is resolved or another arrangement is made.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting periods consist of four 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for Subrecipient until all QPRs are submitted to TDEM, as outlined in XIV Enforcement of these terms and conditions.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM may require additional reporting or may take any other appropriate

action to comply with the required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value of more than \$10,000 per unit, Subrecipient must report the equipment to TDEM. TDEM will work with DHS/FEMA to provide the Subrecipient with appropriate disposition instructions. For full rules and regulations regarding equipment, reference [2 CFR 200.313](#).

XXVII. FEMA Grants Portal and FEMA GO

In addition to TDEM's Grants Management System, Subrecipient may also utilize the required DHS/FEMA grant management systems; however, the TDEM GMS system is the official system of record. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). Subrecipient must establish and maintain an active account in the Portal. It is the Subrecipient's responsibility to provide and upload all requested information in a timely manner, which is needed to write accurate project worksheets. The Portal provides the Subrecipient with visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), and additional programs anticipated in the future. The Subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding in a timely manner to any information requested to complete the award process.

The use of FEMA's Grants Portal and FEMA GO does not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 15 percent de minimis rate of modified total direct costs (MTDC) (as per [2 CFR § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from Subrecipient throughout the life cycle of this grant. This process, Request for Information, is herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These 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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the

basis of alcohol abuse or alcoholism; (g) §§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; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the

provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of

underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42

U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These 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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and

III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance

audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.SAM.gov and the [State Debarred Vendor List](#);
 - b. Have not within a three-year period preceding this grant been convicted of or had

a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
- 5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 - 6. Subrecipient will comply with [2 CFR Part 180, Subpart C](#) as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
 - 7. Subrecipient will comply with the Drug-free Workplace Act, [2 CFR Part 3001](#).
 - 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129, [“Policies for Federal Credit Programs and Non-Tax Receivables.”](#) and form SF-424, item number 20 for additional information and guidance.
 - 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 - 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with [Texas Government Code, Chapter 573](#), by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall ensure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with [Texas Government Code, Chapter 552](#), unless otherwise expressly prohibited by law.
3. Shall comply with [Texas Government Code, Chapter 551](#), which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with [Section 231.006, Texas Family Code](#), which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to [Chapter 1701, Texas Occupations Code](#), or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and Subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. [2 CFR 200.300](#), [2 CFR 200.325\(c\)\(2\)](#), and [2 CFR 200.332](#)

8. Shall comply with the [Texas Family Code, Section 261.101](#), which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These 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) 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](#) including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, [42 U.S.C. §§ 12101-12213](#);
 - (d) the Age Discrimination Act of 1974, as amended ([42 U.S.C. §§6101-6107](#)), which prohibits discrimination on the basis of age;
 - (e) the Drug Abuse Office and Treatment Act of 1972 ([P.L. 92-255](#)), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) 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;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 ([42 U.S.C. §§290dd-3 and 290ee-3](#)), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) 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;
 - (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
 - (j) the requirements of any other nondiscrimination statute(s) which may apply to

this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act ([40 U.S.C. §§276a to 276a-7](#)), the Copeland Act ([40 U.S.C. §276c](#) and [18 U.S.C. §874](#)), and the Contract Work Hours and Safety Standards Act ([40 U.S.C. §§327-333](#)), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 ([P.L. 91- 646](#)), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act ([5 U.S.C. §§7321-29](#)), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the [Federal Fair Labor Standards Act](#) and the [Intergovernmental Personnel Act of 1970](#), as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA ([EO 11738](#)).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, [Public Law 93-234](#). Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following:
 - (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 ([P.L. 91-190](#)) and Executive Order ([EO 11514](#));
 - (b) notification of violating facilities pursuant to [EO 11738](#);

- (c) protection of wetlands pursuant to [EO 11990](#);
 - (d) evaluation of flood hazards in floodplains in accordance with [EO 11988](#);
 - (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 ([16 U.S.C. §§1451](#) et seq.);
 - (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended ([42 U.S.C. §§7401](#) et seq.);
 - (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended ([P.L. 93-523](#)); and
 - (h) protection of endangered species under the Endangered Species Act of 1973, as amended ([P.L. 93-205](#)).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 ([16 U.S.C. §§1271](#) et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended ([16 U.S.C. §470](#)), [EO 11593](#) (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 ([16 U.S.C. §§469a-1](#) et seq.).
 19. Shall comply with the [Laboratory Animal Welfare Act of 1966](#) (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
 20. Shall comply with the [Lead-Based Paint Poisoning Prevention Act](#) (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in the construction or rehabilitation of residential structures.
 21. Shall comply with the [Pro-Children Act of 1994](#) (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
 22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in [Executive Order 13224](#). Entities ineligible for federal procurement have Exclusions listed at www.SAM.gov.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the [Texas Health and Safety Code, Ann., Sec. 85.001](#), et seq.

Exhibit E: Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

Public Assistance and Hazard Mitigation Program Grant (HMGP)

1. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement. All matching funds must be documented in compliance with 2 CFR 200.306.

2. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

3. Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal debt.

Hazard Mitigation Program Grant (HMGP) Only

1. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

2. Environmental Justice Statement

Federal [Executive Order 12898](#) compliance requirements – If there are any concentrations of low-income or minority populations in or near the HMGP projects:

- a. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low-income or minority populations, or
- b. Applicant certifies that actions will be taken to ensure environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. TDEM at any point may compress timelines for RFI responses due to other factors such as audit deadlines, grant award deadlines or other deadlines imposed by the awarding/auditing agency. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

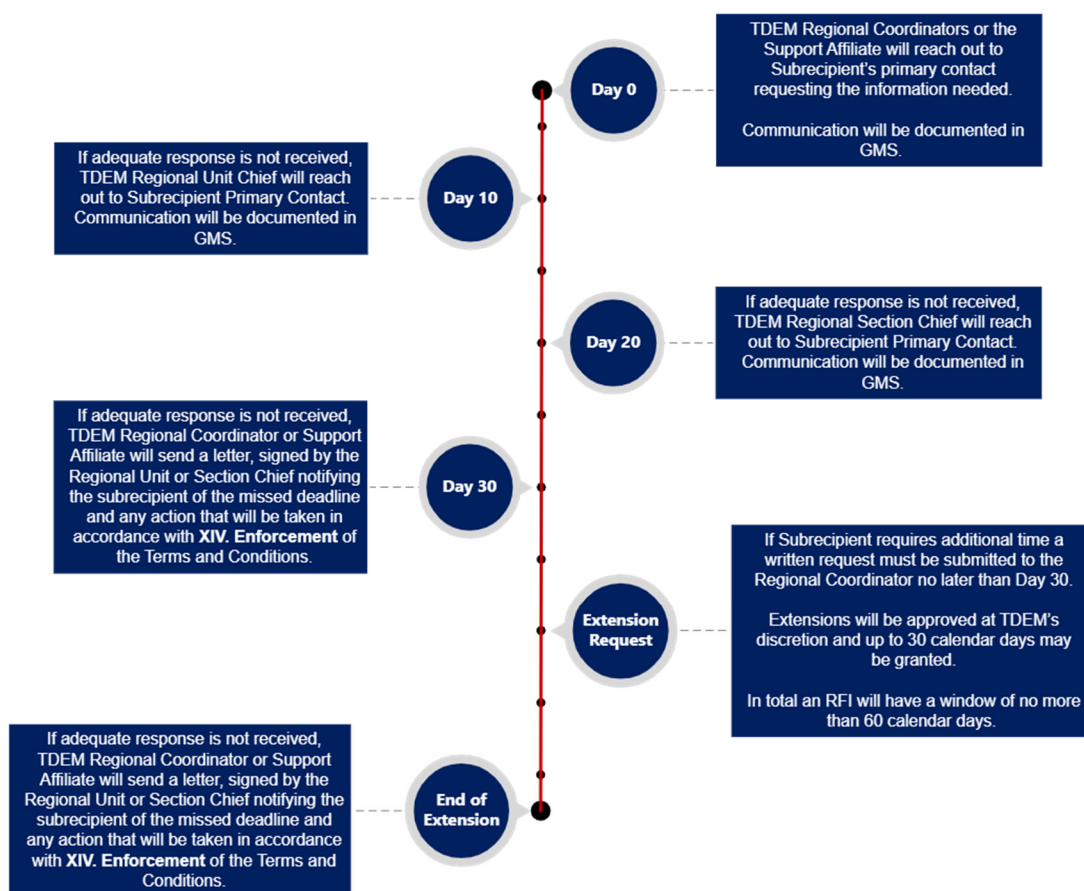


Exhibit H: Hazard Mitigation Application Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day calendar period beginning from TDEM's first review of the Subrecipient's application. Failure to supply timely responses could result in dismissal of the application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

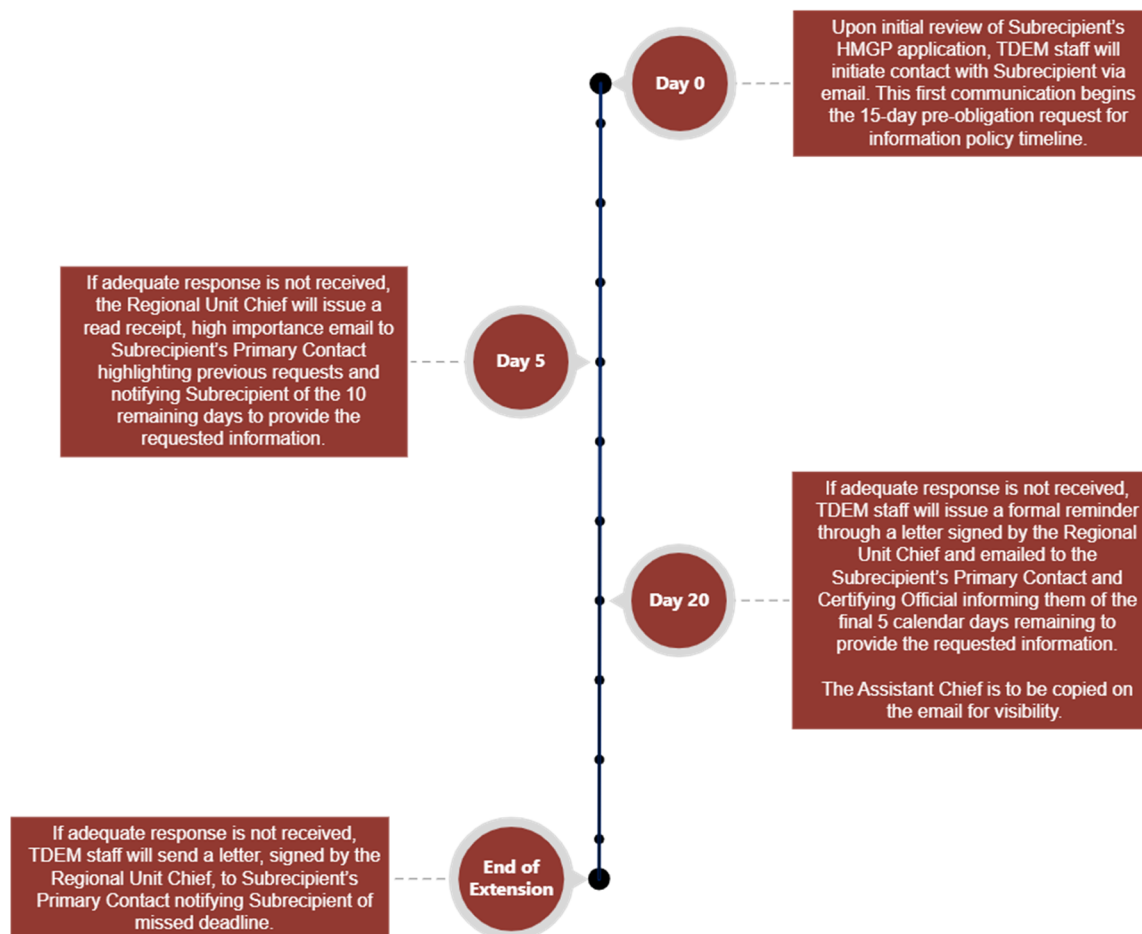


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR 200.428](#) and [2 CFR 200.305](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Subrecipients that receive funds from or through TDEM and explains the process by which funding to Subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the Subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through TDEM, which serves as the Governor's authorized representative for the federal grants described in these Terms and Conditions. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of TDEM..

Procedure

1. Applicability of Recoupment

- 1.1. This procedure will be applied to Subrecipients that have been determined by TDEM to have received an overpayment or that TDEM determines has not spent federal funds in accordance with their approved grant award.

2. Subrecipient's Responsibilities

- 2.1. Subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate Subrecipients shall refund to TDEM any sum that has been determined by TDEM to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with their grant or financial award.
- 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- 2.3. Subrecipients shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund.

3. TDEM Collection Actions

3.1. Upon determination that a Subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the Subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS).

3.1.2. TDEM will confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipient or making documented verbal contact with the Subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, TDEM may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, TDEM shall send an additional notice to the Subrecipient by electronic mail and posted to GMS within forty-five (45) calendar days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, TDEM shall send a third notice to the Subrecipient by electronic mail and posted to the GMS within forty-five (45) calendar days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding to TDEM within one hundred twenty (120) calendar days from the date that the original recoupment letter was sent, TDEM will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. TDEM shall notify the Subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with TDEM within 120 calendar days from the date the original recoupment letter was sent, TDEM may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a one to ninemonth period not to exceed the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a Subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid, and the full balance shall be due within 30 calendar days. If payment is not made within 30 calendar days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once TDEM has determined that the debt is delinquent, TDEM may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, TDEM may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

- 3.2.3.2.1. The size of the debt;
- 3.2.3.2.2. The existence of any security or collateral;
- 3.2.3.2.3. The likelihood of collection through passive means;
- 3.2.3.2.4. The cost to TDEM or the Attorney General in attempting to collect the obligation; and
- 3.2.3.2.5. The availability of resources within TDEM or the Attorney General to devote to the collection of the obligation.

3.2.3.3. Upon a determination to refer to the Attorney General, TDEM shall notify the Subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.3.3.1. The first demand letter shall be mailed USPS First Class Mail within 30 calendar days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.3.3.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 calendar days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.3.4. If TDEM determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General by 90 calendar days after the first demand letter was sent.

3.3. TDEM shall maintain copies of all communications with the Subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) calendar day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____, the undersigned and Certifying Official of
Printed Name

Subrecipient Entity Name certify

that I have read and understand each section of the TDEM Terms and Conditions. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented herein.

Signature Agreement Authority

Signature Agreement (Section I – XXIX)

Signature Exhibit A: Assurance – Non-Construction Programs

Signature Exhibit B: Assurance – Construction Programs

Signature Exhibit C: Certifications for Grant Agreements

Signature Exhibit D: State of Texas Assurances

Signature Exhibit E: Environmental Review Certification

Signature Exhibit F: Additional Grant Certifications

Signature	Exhibit G: Request for Information Procedure
Signature	Exhibit H: Hazard Mitigation Application Request for Information Procedure
Signature	Exhibit I: Recoupment of Funds

Please sign below to acknowledge Subrecipient’s acceptance of this grant and all exhibits and Subrecipient’s agreement to abide by all terms and conditions.

Signature of Certifying Official	Date
Printed Name	Title

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4781-0161-TX (1)
Title: City of Seabrook Warning Sirens

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date:
EA Public Notice Date: EA Fonsi Date: Level: CATEX
EIS Notice of Intent Date: EIS ROD Date:

Comments: The City of Seabrook, Texas currently lacks an outdoor early warning siren system, leaving residents, visitors, and businesses vulnerable to delayed notifications during emergencies such as severe weather, hazardous material incidents, and other critical events. This project proposes the design, procurement, installation, and testing of a citywide outdoor siren system to enhance public safety and emergency response capabilities.

The system will include strategically placed, high-decibel sirens located at:

- 1. Lakeside Lift Station (29.561200, -95.033800)
- 2. Lakeside Water Tank (29.578600, -95.032900)
- 3. Miramar Park (29.566700, -95.018100)
- 4. Robinson Park (29.584700, -95.004600)

The command center will be located at Seabrook City Hall/Police Department, serving as the primary control point for the system. Project components include a needs assessment, site survey, system design (including power, communication, and integration requirements), and a competitive procurement process in compliance with applicable federal, state, and local regulations. Once installed, the system will be thoroughly tested and personnel trained in its operation and maintenance. A public outreach campaign will accompany implementation to educate the community on the system's purpose and appropriate emergency response actions. A long-term maintenance and evaluation plan will be established to ensure continued system functionality. This project will significantly enhance Seabrook's emergency preparedness by providing timely, reliable alerts to the public, reducing the risk of injury, loss of life, and property damage.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX E1. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - bunderw2 - 11/25/2025 18:46:39 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
e1	(e1) Construction, installation, operation, maintenance, and removal of utility and communication systems (such as mobile antennas, data processing cable, and similar electronic equipment) that use existing rights-of-way, easements, utility distribution systems, and/or facilities. This is limited to activities with towers where the resulting total height does not exceed 200 feet and where the FCC would not require an EA or EIS for the acquisition, installation, operation or maintenance.	Yes

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4781-0161-TX (1)

Title: City of Seabrook Warning Sirens

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	Sites 1, 3 and 4 are located within an area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panels 48201C1095M, 48201C1085M, and 48201C1085M, respectively, dated 01/06/2017. Per FIRM panel 48201C1085M, dated 01/06/2017, Site 2 is located within a Shaded X Zone, area of 500-year flooding. Initial Disaster Public Notice was published on June 17, 2024. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist attached. - bunderw2 - 12/01/2025 15:08:56 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	A review of the National Wetland Inventory (NWI) online mapper, accessed 10/9/2025 for the site indicates that the area is located within a designated wetland. However, the project is not likely to affect wetlands because site development has precluded any wetland habitat in the project area. - bunderw2 - 11/25/2025 19:03:12 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4781-0161-TX (1)
Title: City of Seabrook Warning Sirens

Environmental Law/ Executive Order	Status	Description	Comments
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated March 17, 2025. - rmoyer1 - 11/25/2025 18:18:55 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Source of condition: Executive Order 11990 - Wetlands Monitoring Required: No

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4781-0161-TX (1)

Title: City of Seabrook Warning Sirens

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



Agenda Briefing

Date of Meeting: April 7, 2026

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: This Resolution is contingent upon the preparation and submission of an application by the City of Seabrook to the TDEM for seventy five percent (75%) grant funding from the HMGP and upon approval and commitment of the HMGP to grant said funds.

General Information:

Consider and take all appropriate action on Resolution No. 2026-06 authorizing the submission of a Hazard Mitigation Grant Program (HMGP) application related to Hurricane Beryl (DR-4798) for the expansion of the Outdoor Early Warning Siren System and installation of additional warning devices.

Executive Summary / Background:

The State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4798 as a result of Hurricane Beryl in Texas 2024

Funding / Fiscal Information:

The grant program requires 25% local/non-federal participation for the 75% federal funding.

Supporting Materials Attached:

1. Resolution 2026-06 Early Warning System-Additional Warning Devices

Prior Action / Review by Council, Boards, Commissions:

Addition to CIP project SBK10

Staff Recommendation:

Staff recommends that the City Council hereby authorizes the City Manager to enter into and sign a contract with TDEM for grant funds to address the addition to the Outdoor Early Warning System and additional warning devices for mitigation resources to

implement the long-term mitigation measures.

**CITY OF SEABROOK
RESOLUTION 2026-06
SUBMISSION OF GRANT APPLICATION TO THE
HAZARD MITIGATION GRANT PROGRAM OF THE
FEDERAL EMERGENCY MANAGEMENT AGENCY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A 404 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION (HMGP) TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE EXPANSION OF SEABROOK EARLY WARNING SYSTEM AND INSTALLATION OF ADDITIONAL WARNING DEVICES; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN CONNECTION WITH THE FEMA DR-4798 HAZARD MITIGATION ASSISTANCE GRANT.

WHEREAS, the City of Seabrook is authorized to apply for a grant from the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4798 as a result of Hurricane Beryl in Texas 2024; and

WHEREAS, the proposed HMGP Grant Projects are supported by the Harris County Hazard Mitigation Plan and the City's Annex to the Plan; and

WHEREAS, the City Council has the authority to enter into a contract with the Texas Division of Emergency Management (TDEM) and is prepared to commit matching funds in cash/or in-kind services once the grant application is accepted; and

WHEREAS, the grant program requires 25% local/non-federal participation for the 75% federal funding, and the estimated budget is \$375,836.51 with \$281,877.38 estimated from HMGP and \$93,959.13 from the City of Seabrook through cash and/or in-kind services, and;

WHEREAS, the City finds that this Resolution was adopted at a meeting of the Seabrook City Council and in compliance with the Texas Open Meetings Act at which a quorum of the City Council was present; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS:

Section 1. That the City Council hereby passes this resolution authorizing the Grant Administrator (Ardurra) and City Staff to submit this HMGP grant application for funds for an expansion project of the Outdoor Early Warning System to implement long term mitigation

measures within the City of Seabrook.

Section 2. That the City Council agrees to commit funds, in-kind services to equal the 25% non-federal requirement for the purpose of this program in the event the grant is approved and accepted with the estimated maximum local contribution to be \$93,959.13 from Public Safety Fund.

Section 3. That the City Council hereby authorizes the Mayor or City Manager to enter into and sign a contract with the TDEM for grant funds to address the Outdoor Early Warning System mitigation resources to implement the long-term mitigation measures.

Section 4. This Resolution is contingent upon the preparation and submission of an application by the City of Seabrook to the TDEM for seventy five percent (75%) grant funding from the HMGP and upon approval and commitment of the HMGP to grant said funds.

Section 5. It is hereby found and determined that the meeting at which this Resolution was adopted was open to the public as required by law and that the notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

PASSED AND APPROVED this 7th day of April, 2026.

Jim Sweeney
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney

ORDINANCE NO. 2026-12

AN ORDINANCE TO SUPPLEMENT ORDINANCE 2026-04 CALLING AND ESTABLISHING PROCEDURES FOR THE GENERAL CITY OFFICERS' ELECTION FOR COUNCIL POSITIONS 1, 3 AND 5 TO BE HELD ON MAY 2, 2026, AND FOR A RUNOFF ELECTION ON JUNE 13, 2026, IF REQUIRED, BY AMENDING SECTION 5 TO REVISE THE EARLY VOTING SCHEDULE BY DESIGNATING APRIL 21, 2026, AS A "NO VOTING" DAY DUE TO A STATE HOLIDAY.

WHEREAS, the Seabrook City Council passed Ordinance 2026-04 on February 3, 2026, calling a general election for the 2nd day of May 2026, for the following officials for the City of Seabrook ("City") to serve four-year terms to expire in May 2030:

Position 1	Council member
Position 3; and	Council member
Position 5.	Council member

WHEREAS, the Texas Election Code and the City Charter establish the procedures and time period for General and Runoff Elections; and

WHEREAS, the Texas State Secretary of State has advised that early voting may not be conducted on April 21, 2026, in observance of the San Jacinto Day state holiday; and

WHEREAS, upon review of the Texas Election Code Sections 1.006(f)(2) and 85.005(b), it has been determined that polling locations may not be open for voting on a State holiday; and

WHEREAS, Section 662.003(b)(3) of the Texas Government Code establishes San Jacinto Day as an official State holiday in the State of Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

1. The recitals to this Ordinance are true and correct and are hereby incorporated into this Ordinance for all intents and purposes.
2. **SECTION 5** of Ordinance 2026-04 is hereby revised to read as follows:

"SECTION 5. EARLY VOTING.

The City Secretary is the Early Voting Clerk and shall conduct early voting in accordance with the Election Code of this State and the Charter and Ordinances of the City of Seabrook. As Early Voting Clerk, the City Secretary orders the hours for Saturday early voting in accordance with the Texas Election Code, Section 85.006 as indicated below.

The City Secretary shall appoint a Deputy Early Voting Clerk and may appoint up to four additional Deputy Early Voting Clerks if needed.

Early voting by personal appearance shall be held in Seabrook City Hall, 1700 First Street, Seabrook, Texas and shall begin on Monday, April 20 and end on Tuesday, April 28, 2026 as follows:

Monday, April 20	7:30 a.m. until 5:00 p.m.
Tuesday April 21	NO EARLY VOTING
Wednesday, April 22 & Thursday, April 23	7:30 a.m. until 7:00 p.m.
Friday, April 24	8:00 a.m. until 5:00 p.m.
Saturday, April 25	8:00 a.m. until 11:00 a.m.
Sunday, April 26	NO EARLY VOTING
Monday, April 27 - Tuesday, April 28	7:30 a.m. until 5:00 p.m.

Applications for ballots by mail shall be sent to the Early Voting Clerk, Seabrook City Hall, at 1700 First Street, Seabrook, Texas 77586. The last day for receiving applications from a voter in person for a ballot to be voted by mail shall be Monday, April 20, 2026 at 5:00 p.m. Early ballots by mail shall be accepted by mail until 5:00 p.m. on Monday, May 4, 2026, if envelope has a cancellation mark indicated it was placed for delivery at or before 7 p.m. on May 2, 2026. In addition, in-person delivery of a mail ballot to the early voting clerk shall be accepted on Election Day, pursuant to Texas Election Code, Section 86.006.”

PASSED AND APPROVED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.11 on first and final reading, this **7th day of April, 2026.**

APPROVED:

Jim Sweeney, Mayor

ATTEST:

Rachel Lewis, City Secretary

Approved as to Form:

David W. Olson, City Attorney



Agenda Briefing

Date of Meeting: April 7, 2026

Responsible Department: City Manager's Office

Presenter: Rolf Nelson, Police Chief

Briefing Prepared By: Gayle Cook

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate on the first reading of Ordinance 2026-09, Amending Chapter 65, Parks, Recreation and Municipal Facilities and Chapter 90, Traffic and Vehicles, to make rules applicable to electric bicycles and scooters.

Executive Summary / Background:

The City of Seabrook maintains an extensive network of hike and bike trails that are heavily utilized by pedestrians and cyclists. In recent years, the increased use of electric bicycles (e-bikes) and other motorized devices has created ambiguity in enforcement due to the absence of clear definitions and regulations within the current Code of Ordinances.

Currently, Chapter 65 does not clearly define electric bicycles, motorized devices, or trail types, nor does it distinguish between permitted and prohibited uses. Chapter 90 similarly relies on state law and does not address local trail and sidewalk use.

This ordinance introduces clear definitions and regulatory authority to improve safety, reduce conflicts among users, and provide enforceable standards.

The proposed ordinance is intended to:

- Define electric bicycles consistent with Texas Transportation Code (Class 1, 2, and 3)
- Distinguish electric bicycles from other motorized devices
- Clarify allowable uses on trails, sidewalks, and streets
- Prohibit high-speed and fully motorized devices from trails
- Define trail types, including multi-use trails, natural surface trails, BMX facilities, and public cart paths
- Provide enforcement clarity for police and park staff

Funding / Fiscal Information:

Supporting Materials Attached:

1. Ordinance 2026-09

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

CITY OF SEABROOK

ORDINANCE 2026-09

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, CHAPTER 65, "PARKS, RECREATION AND MUNICIPAL FACILITIES," ARTICLE I "IN GENERAL" SECTION 65-1 AND ARTICLE II, "PARKS GROUNDS AND FACILITIES", DIVISION 2, "REGULATIONS"; SECTION 65-23, 65-34 AND 65-35; BY AMENDING AND UPDATING PROVISIONS REGULATING RESTRICTION CERTAIN ELECTRIC BICYCLES, MOTOR-ASSISTED SCOOTER, OR OTHER ELECTRIC MOTORIZED DEVICES; PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN \$500.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council finds that the increasing use of electric bicycles, motor-assisted scooters, and other electric motorized devices requires clear regulations;

WHEREAS, the City Council finds and determines that the passage of this ordinance is necessary to protect the public, health, safety and welfare; and

WHEREAS, the City Council finds and determines that the following regulations are necessary to promote safety and the proper use of certain electric bicycles, motor-assisted scooters, and other electric motorized devices in areas that could bring harm to pedestrians; and

WHEREAS, the City Council has determined that it is in the best interest to promote the well-being of the public and eliminate traffic and other safety hazards that result from unauthorized use of the aforementioned electronic motorized devices.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS:

SECTION 1. That all the following premises and findings are found to be true for the incorporation into the body of this ordinance.

SECTION 2. That the City Council hereby revises Chapter 65, Parks, Recreation and Municipal Facilities; and Chapter 90, Traffic and Vehicles require amendments.

CHAPTER 65 – PARKS, RECREATION AND MUNICIPAL FACILITIES

ARTICLE I – IN GENERAL

Sec 65-1. Hiking, bike and BMX trails.

- (a) The city street naming and numbering map shall be amended to add to the map all sidewalks or paths officially designated by the city council as a ~~hiking and bike trail~~, public cart path, multi-use sidewalk, skateboard park, or BMX trail, and to designate the same as such on such map. Designation may be by ordinance or resolution.
- (b) ~~It is unlawful to operate any motorized vehicle, including motorcycles, motor bikes, or go carts or any motorized device with wheels, such as a motorized skateboard, on any sidewalk or path designated as a hiking, bike or BMX trail.~~

ARTICLE II – PARK GROUNDS AND FACILITIES

DIVISION 1. GENERALLY

Sec. 65-21. Purpose of article.

All city parks and trails exist for the benefit, use and enjoyment of the people of the city. This article is meant to maintain a pleasant appearance of the park grounds, trails and facilities as well as to control the condition of the park grounds, trails and facilities to a degree that is beneficial to the health and well-being of the citizens of the city.

Sec. 65-22. Park and trail rules.

Purpose. These rules are established as written requirements for the use of the city parks, trails, wildlife refuge and recreational facilities. These rules are intended to secure and preserve a pleasant appearance, as well as to control the condition of park grounds, trails and facilities to a degree that is beneficial to the health and well-being of the citizens of the city.

Applicability. These rules apply to and in all parks, wildlife refuge, trails and recreational facilities or related areas belonging to the city or managed by or under the authority of the city. These rules shall not apply to city, state, or federal agents or officials in performance of official duties.

Sec. 65-23. Definitions.

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

BMX Trail. Unimproved trail areas intended for bicycle motocross riding.

Custodian means the natural or adoptive parent or court-appointed guardian or conservator of a child.

Electric Bicycle. A bicycle equipped with fully operable pedals and an electric motor of not more than 750 watts, and classified as follows:

(1) Class 1 Electric Bicycle. A bicycle equipped with a motor that provides assistance only when the bicyclist is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

(2) Class 2 Electric Bicycle. A bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.

(3) Class 3 Electric Bicycle. A bicycle equipped with a motor that provides assistance only when the bicyclist is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.

Electric Motorized Device. Any device powered by a motor or engine, including but not limited to electric motor-assisted scooters, electric skateboards, minibikes, mopeds, or gas-powered bicycles. The term does not include a Class 1, Class 2, or Class 3 Electric Bicycles as defined earlier.

Group means an organization or association of individuals having a common interest or purpose and numbering ten or more persons.

Multi-Use Sidewalk. A concrete shared-use path designated for pedestrians, runners, and bicyclists, including Class 1 and Class 2 Electric Bicycles unless otherwise posted.

Off-Highway Vehicle means a vehicle as defined in Chapter 551A.001 of the Texas Transportation Code, as amended.

Park means land, and any improvements thereon, that are owned, administered, operated, or managed by the city for use by the general public for recreational purposes. The term includes city facilities such as, but not limited to, municipal swimming pool complex, municipal splash pads, recreational facilities, pavilions, cabanas, wildlife refuges, conservation areas, and open spaces managed by or under the control of the city.

Trail means the area facility as provided in this division for pedestrian hike and bike traffic owned and maintained by the City of Seabrook.

Public Cart Path shall mean an improved path designated by sign for the movement of a golf cart, UTV, RTV, or Electric Bicycle which is available for use by the general public.

DIVISION 2. REGULATIONS

Sec. 65-34. Prohibited acts.

The following conduct is prohibited in the City of Seabrook Parks and Trails:

(6) Electric Bicycle Use.

- (1) Class 1 and Class 2 Electric Bicycles are permitted on hike and bike trails unless otherwise posted.
- (2) Class 3 Electric Bicycles are prohibited on trails unless expressly authorized by posted signage.

(d) BMX Activity Restrictions.

Bicycle motocross riding, including jumps, tricks, or stunt riding, is prohibited on hike and bike trails and pedestrian areas and is permitted only within BMX trails.

(e) Public Cart Paths.

- (1) Public cart paths shall be used only by authorized golf carts or low-speed vehicles.
- (2) Public cart paths are not considered pedestrian trails unless specifically designated.
- (3) The city may designate and post shared-use areas where cart paths and pedestrian use overlap.

(f) Reclassification.

Any device exceeding the definition of an electric bicycle, including exceeding 750 watts or capable of speeds greater than 28 miles per hour, shall be considered a motor vehicle and prohibited from trails.

(6)(7) Motor-driven vehicles, Off-Highway Vehicles and Other Prohibited Devices:

- a. Operation of any "motor-driven vehicle" defined as including, but not limited to, motorcycles, motorbikes, mini bikes, go-carts, "off highway vehicles," (as defined by V.T.C.A. Transportation Code, § 663.001), and similar vehicles, in, on or across any city park or trails except in those places established for public parking.
 1. City officials, employees and members of the fire department or emergency medical service while conducting public business are expressly exempt from this section.
 2. The city manager or designee may authorize motor-driven vehicles to drive or park in a park for trail on specific instance basis.

b. Prohibited Devices.

The following are expressly prohibited on all trails and park facilities:

1. Gas-powered vehicles;

2. Electric or motor-driven devices exceeding 750 watts or capable of speeds greater than 28 miles per hour;
 3. Off-road or modified vehicles not intended for trail use.
- bc. Exceed the minimum speed of ten miles per hour for any motor-driven vehicles within the park.
- ed. Parking along access roads, rights-of-way, nonpaved or grass areas.
- de. Unattended or abandoned motor-driven vehicles in city parks' parking lots after posted hours or in unauthorized areas.
1. Motor-driven vehicles may be subject to towing and impoundment.

~~(7)~~(8) *Glass containers:*

- a. Glass containers on park grounds or trails.

~~(8)~~ *Trail use:*

- ~~a. Motor vehicles on trails or paths (as provided for and defined in subsection (6) "motor vehicles").~~
- ~~1. Bicyclists are allowed on all hike and bike trails but shall yield to joggers and/or walkers. Joggers shall yield to walkers.~~

Sec. 65-35. Special rules for specific city parks.

The city may enact additional regulations specific to each park, which shall be conspicuously posted. Patrons shall comply with all such posted rules and regulations.

(1) *Skateboard park.*

- a. No person under the age of eight years of age may use the skateboard park.
- b. All participants use the facility at their own risk.
- c. All participants should wear protective equipment, which shall include, a helmet, elbow and kneepads and appropriate footwear. All protective gear and equipment should be in good condition.
- d. The city reserves the right to refuse anyone from using the skateboard park if his or her protective gear is not adequate or in good condition.
- e. No alcohol, tobacco products or drugs are permitted at skateboard park.
- f. No food or drink is allowed in the skateboard park.
- g. No swearing or foul language shall be permitted.
- h. The number of persons allowed in the skateboard park at any one time may be limited for safety reasons.
- i. No person shall cause damage to city property, personnel or equipment or to the property or equipment of other skateboard participants.
- j. No person shall operate any motor-driven vehicle, including motorcycles, motorbikes, or go-carts, or any motorized device with wheels, such as an electric bicycle, electric motorized devices, or motorized skateboard, within the skateboard park.

CHAPTER 90 – TRAFFIC AND VEHICLES

ARTICLE VII - REGULATION OF GOLF CARTS, ELECTRIC BICYCLES, ELECTRIC MOTORIZED DEVICES AND OTHER TYPES OF OFF-HIGHWAY VEHICLES

Sec. 90-2. Operation of motor-driven vehicles on public sidewalks.

Operation of any motor-driven vehicle including, but not limited to, motorcycles, motorbikes, minibikes, trailbikes, go-carts and similar vehicles, on a public sidewalk within the city limits is prohibited.

Sec. 90-208. Operation and prohibitions for Electric Bicycles and Other Electric Motorized Devices

- (1) It shall be unlawful for the operation of an electric motorized device of any type to collide with any pedestrian or cause any pedestrian to leave the sidewalk to avoid a collision with such device or vehicle.
- (2) It shall be unlawful for an operator on an electric motorized device of any type to wear headphones, earbuds ear plugs, or use wireless communication device while operating.
- (3) When operating an electric motorized device under the age of 16 the individual must wear a helmet.
- (4) It shall be unlawful for riders to operate their electric motorized device or vehicle at after sunset without a rear red reflector and a front facing lamp that emits a white light visible from a distance of at least 500 feet in front.
- (5) It shall be unlawful for a child under the age of 15 to operate a Class 3 Electric Bicycle or electric motorized device where the speed limit exceeds 25 miles per hour.
- (6) Before crossing a roadway, a person operating an electric motorized device must yield to motorists entering or exiting the driveway or road.
- (7) Class 1 and 2 Electric Bicycles are allowed on trails, sidewalks and multi-use sidewalks, but motor-driven vehicles are prohibited on them.

SECTION 3. PENALTY CLAUSE; INCLUSION INTO THE CODE.

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person, or their custodian, who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Five Hundred Dollars (\$500.00) per offense or the maximum amount provided by law. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extents of such inconsistency or conflict, hereby repealed.

SECTION 5. SEVERABILITY.

In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 6. NOTICE BY PUBLICATION.

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication and posting of signs in accordance with law.

SECTION 7. NOTICE BY ERECTION OF SIGNS.

This Ordinance shall become effective upon appropriate erection of speed zone signage to establish and provide additional notice of the establishment of the subject school zones speed limit during school-designated times as provided for herein.

PASSED, APPROVED, AND ADOPTED on first reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this ____th day of ____, 2026

PASSED, APPROVED, AND ADOPTED, as revised on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this ____th day of ____, 2026

CITY OF SEABROOK, TEXAS

Jim Sweeney
Mayor

ATTEST:

Rachel Lewis
City Secretary

APPROVED AS TO FORM:

David W. Olson
City Attorney

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

LICENSE AGREEMENT

RENEWAL #2 WITH AMENDMENTS

This License Agreement (the "Agreement") is entered into as of the 7th day of April, 2026, by and between the **City of Seabrook, Texas**, a home-rule city (the Landlord) and **Texas Markets, dba** (the "Licensee") and previously named Pasadena Farmers Market in first agreement.

RECITALS

WHEREAS, the Licensee has proposed extending the term of the license agreement with the Landlord;

WHEREAS, the Landlord and Licensee desire to further clarify responsibilities under this Agreement, including Seabrook vendor prioritization, vendor application documentation, and restroom and cleanup provisions, as discussed during City Council and administrative meetings in September 2025;

WHEREAS, the Landlord is the owner of the Real property located in Seabrook, Texas

WHEREAS, the Licensee has proposed an extension for the permission of temporary use to the Landlord the institution of the Market at Seabrook (the "Event") at the Real property, 1209 Main Street (the "real property") including additional real property, Landlord Owned Parking Lot, if necessary, based on availability.

WHEREAS, the frequency of the market shall be no more than once in a two week period unless there is an extra weekend in the month and an additional event on the property can be held.

WHEREAS, the Landlord desires to encourage the licensing of the real property by Licensee for use of a market;

WHEREAS, the Licensee agrees to provide space for Seabrook vendors for the sale of locally produced agricultural products or locally produced non-agricultural products such as art, artisan crafts and goods, jewelry and accessories, foods, snack and beverages, and other similar type ventures; provided however, the Licensee agrees not to provide space for flea market or garage sale items;

WHEREAS, the Landlord does therefore find the addition of the Event to the Landlord owned real property to be a benefit to the patrons of the Landlord; and

WHEREAS, the purpose of this Agreement is to set forth the general terms and conditions for the license granted Licensee for use of the real property;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

Temporary Restroom – A portable toilet facility provided for use during the Event. Delivery may occur no earlier than two days prior to the Event, and the unit must be fully removed from the premises by Monday at 5:00pm following the market unless it is the fifth Saturday Market and the restroom is allowed to stay on premises until the following Monday at 5:00pm.

Event Schedule – The Market may occur no more than once every two weeks. If a calendar month contains a fifth Saturday, the Licensee may hold one additional Market on that weekend. A list of events shall be presented to the Landlord each quarter.

Music – Only acoustic music is permitted. All sound must comply with the Seabrook Municipal Code, Chapter 30, Article V (Noise Regulations).

Seabrook Vendor / Local Vendor – A business or individual that maintains a valid business address and/or physical location within the incorporated city limits of the City of Seabrook, Texas. For purposes of this Agreement, a Seabrook Vendor is defined as one whose principal business address is located inside the official Seabrook city limits as established by City ordinance.

ARTICLE I STATUS OF TITLE

The parties acknowledge that the Landlord is and shall remain the owner of the real property, more fully described in **Exhibit “A.”** Licensee acknowledges and agrees that it does not now have, and never shall have, title or other property interest in the real property; provided however, upon termination or expiration of the Agreement, Licensee shall be allowed to remove items considered to be non-fixtures.

ARTICLE II LICENSE AGREEMENT

The Landlord hereby grants a license to Licensee for use of real property located 1209 Main Street, as the exclusive promoter/operator of events on the designated frequency. The events shall include: Set-up on Saturday mornings, hours of operation for vendors on **Saturday from 8:00 a.m. until 3:00 p.m.**, and vacation of the real property by **5:00 p.m. on Saturday evening**. Clean-up and coordination of waste removal shall be conducted throughout the event. The Licensee is permitted to use Landlord owned trash receptacle at Seabrook City Hall, 1700 First Street, Seabrook, TX 77586.

The first agreement began on May 7, 2025 and expired on November 7, 2025.

The first extension of the agreement began on November 8, 2026 and will end on May 8, 2026.

Beginning on **May 9, 2026**, the Landlord, if approved by the City Council, shall grant Licensee a license for an additional **1 year**, with an option to reconsider renewals at the pleasure of the City Council by formal action.

Rent shall be at the regular rate of **\$100.00** per day. Total payment for each day shall be made payable to the City of Seabrook and must be delivered to the Landlord Manager via the Utility Billing and Customer Service area OR electronically prior to 4:00 pm on the Thursday before such event.

If the Landlord’s office is closed due to a holiday or other scheduled “off-day” on the Thursday before the Event, then total payment for such Event shall be due by 4:00 pm on closest business day the Landlord’s office is open prior to the Event. The Licensee and Landlord agree to have review and possible renegotiation of this Agreement.

The Licensee agrees to the following as conditions of this Agreement and the license provided herein:

1. Submitting a calendar of events to the Landlord by the 15th of the month prior to a start of a quarter
2. To follow and comply with all Federal, State and local laws, rules and regulations in the setup, operation, and removal of their farmer's market
3. To remove all structures, tents, materials, garbage and any other refuse as may be required or accumulated during Licensee's use and return the property in the same condition in which it was received.
4. To make no permanent structures or permanent changes to the real property
5. To prevent cars, trucks, vans, or other vehicles from parking on grass or on walkways unless used for safety to block access.
6. Licensee shall provide all clean-up and waste removal resulting from the Event, and make arrangements for such waste removal with the Landlord, and will be granted use of the Landlord owned receptacles at 1700 First Street, Seabrook, TX 77586,
7. Licensee shall promote the Event and provide local businesses with flyers and promotional materials advertising the Event. Licensee may display temporary signs or banners as part of an approved Signage Plan. Such signage may be installed beginning on the Thursday before the Event and must be removed no later than noon on Monday, or the next legal holiday, this is in compliance with the Sign Ordinance.
8. Licensee shall maintain a general liability insurance policy in an amount not less than \$1,000,000, include the Landlord as a named insured party to such insurance policy, and provide the Landlord a copy of the insurance policy. The insurance policy shall contain a provision requiring the insurer to give the Landlord at least thirty (30) days notice if such policy is terminated or altered,
9. Licensee shall conduct business as an independent contractor,
10. Licensee shall provide temporary restroom in accordance with the definition.
11. Licensee shall provide security for the Event, if deemed necessary
12. Licensee acknowledges and understands that the Event is subordinate to the other planned events at the real property, including, but not limited to events for, July 4th,

Christmas, or other Landlord events, and will be communicated by Landlord to Licensee if certain dates are not available,

13. Licensee shall pay for all applicable public utilities, either on a mutually agreed lump sum amount or by monitoring actual meter usage. If the Landlord and the Licensee mutually agree to a lump sum amount, payment for such utilities shall be due at the same time and in the same manner as the total rent payment established in this Article. If the Landlord and the Licensee agree that the Licensee is responsible for actual meter usage, then payment for such utilities shall be due on the following Thursday, prior to the next Event, in accordance with the schedule established in this Article for total rent payment,
14. Licensee shall submit a site plan, including policies, to be approved by the Landlord,
15. Vendor Prioritization Policy – Licensee shall ensure that vendors with a physical business presence or address located within the incorporated city limits of Seabrook (“Seabrook Vendors”) are given priority in vendor selection and space allocation for the Seabrook Market. If no direct conflict exists between a Seabrook Vendor’s proposed offerings and the current vendor network’s existing offerings, and if space is unavailable, such Seabrook Vendor shall be placed on a Seabrook Vendor Waiting List and given first offer to participate should a reserved vendor become unavailable. The Licensee shall maintain this Waiting List and provide it to the Landlord upon request. Nothing in this section shall require oversaturation of similar product types; the Licensee retains discretion to balance vendor mix while prioritizing Seabrook Vendors
16. Licensee shall pay for all other expenses not provided for in this Agreement.

ARTICLE III TERMINATION

The Landlord may terminate this Agreement at any time if any of the following conditions occur:

1. Licensee ceases to own and/or operate Texas Markets DBA, unless a successor and/or assign is authorized by the Landlord,
2. Licensee ceases to use the real property for the Event,
3. Licensee fails to make timely rent or utility payments as described in Article II of this Agreement,
4. Licensee fails to adhere to the conditions of the license as enumerated in Article II of this Agreement,
5. Licensee fails to give the Landlord at least thirty (30) days notice of termination or change in the general liability insurance policy required in Article II of this Agreement, and
6. As provided for by law, the Landlord determines that the use of the Facilities and Lots by Licensee is inconsistent with an authorized use for real property purposes.

The Licensee may terminate this Agreement at any time if any of the following conditions occur:

1. The Landlord directs that the property be used for an alternative purpose

ARTICLE IV RIGHTS UPON TERMINATION

Should this Agreement be terminated, unless otherwise provided for in Article III above, title to all any improvements located on Property shall vest in the Landlord.

ARTICLE V
DEFAULT AND BREACH OF THIS AGREEMENT

Licensee and the Landlord will give prompt written notice to the other party when either party becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would cause any of its representations or warranties contained in this Agreement to be untrue or the failure by such party to perform any of its obligations contained in this Agreement. If either party desires to bring action against the other party for the breach of this Agreement, it shall deliver a written notice to the other party of the reason for such decision, specifying the factual basis therefore in reasonable detail. The party receiving such notice may cure the alleged breach within thirty (30) days following receipt of the notice; provided however, this shall not limit the Landlord's ability to terminate all or part of this Agreement, in accordance with Article III of this Agreement.

ARTICLE VI
FORCE MAJEURE

The obligations of Licensee hereunder and of the Landlord shall be suspended during any period of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of Licensee or the Landlord, including, but not restricted to, flood, earthquake, storm, fire, lightning, epidemic, war, acts of the public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbance or dispute, whether determined to have arisen out of an unfair labor practice of any party hereto, labor or material shortage, sabotage, restraint by court order or other public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any of its obligations under this Agreement by reason of uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE VII SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such deleted provision, there shall be added automatically as part of this Agreement a provision as similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable.

ARTICLE VIII ATTORNEYS' FEES

If, on account of any breach or default by the Landlord or Licensee of their obligations to the other party hereto under the terms, conditions or covenants of this Agreement, it shall become necessary for either party hereto to engage an attorney, or to use an attorney employed by either party, to enforce and defend any of its rights or remedies hereunder and should such party prevail, such prevailing party shall be entitled to any reasonable attorneys' fees, costs or expenses incurred by such party in connection herewith.

ARTICLE IX AMENDMENTS

This Agreement may be amended at any time, by a written instrument signed by both Licensee and the Landlord.

ARTICLE X MEDIATION

In the event of any dispute hereunder, the parties shall first resort to mediation, to be held in Seabrook, Texas, before a mediator or mediators acceptable to the parties and in accordance with Chapter 154 of the Texas Civil Practice and Remedies Code.

ARTICLE XI

INDEMNIFICATION

LICENSEE AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS LANDLORD, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, LICENSEE'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR TENANT'S MISUSE OF CITY INFORMATION AND/OR RESOURCES.

ARTICLE XII

MISCELLANEOUS

The Landlord and Licensee shall execute such further assurances, in writing, as are necessary to carry out the intent and purposes of this Agreement. The laws of the State of Texas shall govern this Agreement. Venue of any dispute arising out of this agreement shall be in Harris County, Texas.

Neither the consummation of the transactions contemplated in this Agreement, the delay or omission of a party to exercise any of its rights hereunder, nor any investigation or disclosure of any party, shall affect the liability of the parties to one another for breaches of this Agreement or prevent any party from relying upon the representations and warranties made in this Agreement.

This Agreement including all exhibits or schedules constitutes the full and entire understanding and agreement between the parties and supersedes any prior or contemporaneous written or oral agreements between the parties. Except as expressly provided in this Agreement, it may not be amended, waived, discharged, or terminated except by written instrument signed by both parties.

Notices shall be in writing mailed by first-class mail, telecopied, or delivered by messenger, or overnight courier and shall be deemed given when received at the address of the parties set forth below.

If, to the Landlord:

City of Seabrook
1700 First Street
Seabrook, TX 77586
Attention: City Manager

With a copy to:

Olson & Olson, LLP
2727 Allen, Suite 600
Houston, TX 77019
Attention: Landlord Attorney, Landlord of Seabrook

If, to the Licensee:

Attention: _____

With a copy to:

Attention: _____

ASSOCIATION

Nothing in this Agreement is intended to create any partnership or joint venture between the parties, and any implication to the contrary is expressly disapproved. This Agreement does not create a joint enterprise of any kind and does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any liability of the other for the acts of the other or obligations of the other. In particular, the Landlord shall have no liability whatsoever with regard to any fixtures or permanent improvements unless title has passed to the Landlord.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

No member of the City Council, officer, official, agent, or employee of the Landlord shall be personally liability for any requirement, term, condition, dispute, cause of action, or other matter occurring as a result of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, 2026, to be effective from and after such date.

**THE LANDLORD OF SEABROOK,
TEXAS**

BY: _____
Jim Sweeney
Mayor

ATTEST:

Rachel Lewis
Landlord Secretary

Texas Markets, dba

BY: _____

NAME: _____

TITLE: _____

Exhibit “A”

Real property

April 2026

April 2026							May 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	3	4	5	6	7	1	2
12	13	14	8	9	10	11	10	11	12	13	14	8	9
19	20	21	15	16	17	18	17	18	19	20	21	22	23
26	27	28	22	23	24	25	24	25	26	27	28	29	30
			29	30			31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 29	30	31	Apr 1	2 6:00pm Parks & Trails Committee Meeting (Public Works Facility)	3	4 10:00am Easter Excursion (Meador Park)
5	6	7 5:00pm Special Joint Meeting with P&Z (City Hall) 6:00pm Regular City Council Meeting (City Hall)	8	9 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	10	11
12	13	14	15	16 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	17 9:00am Trail Adventure (Pine Gully Park)	18
19	20	21 6:00pm Regular City Council Meeting (Public Works Building)	22	23	24	25 10:00am Nathional Drug Take Back Day (Police Department)
26	27 Early Voting	28	29	30	May 1	2

May 2026

May 2026							June 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	7	1	2	3	4	5	6
10	11	12	13	14	15	16	8	9	10	11	12	13	
17	18	19	20	21	22	23	14	15	16	17	18	19	20
24	25	26	27	28	29	30	21	22	23	24	25	26	27
31							28	29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 26	27	28	29	30	May 1	2 Election Day
3	4	5 6:00pm Regular City Council Meeting (City Hall)	6	7 6:00pm Parks & Trails Committee Meeting (Public Works Facility)	8	9
10	11	12	13 6:00pm Council Meeting - Election Canvass (Council Chambers)	14 6:00pm Seabrook Economic Development Board of Directors Meeting	15	16 9:00am Kites Over Pine Gully Park (Pine Gully Park)
17	18	19 6:00pm Regular City Council Meeting (City Council Chamber)	20	21 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	22	23
24	25 9:00am Remembering Our Fallen (Veterans Memorial)	26	27	28	29	30
31	Jun 1	2	3	4	5	6