



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 17, 2024 - 6:00 PM**

For city information visit www.seabrooktx.gov
For Agenda Center visit www.seabrooktx.gov/agendacenter

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, SEPTEMBER 17, 2024 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

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

1.2 City Secretary to make announcements presenting the insufficiency of the petitions filed on August 23, 2024, seeking to recall Mayor Thom Kolupski, Council Member Position 3 Tom Tollett, and Council Member Position 5 Buddy Hammann.
Rachel Lewis, City Secretary

2. PRESENTATIONS

2.1 Presentation by Port Houston on thoroughfare plans into Bay Port. *Ryan Mariarcher, Chief Port Operations Officer*

2.2 Presentation of Bi-Annual Report from Seabrook Economic Development Corporation. *Paul Dunphey, President, Seabrook Economic Development Corporation Paul Dunphey, EDC President*

3. CONSENT AGENDA

3.1 Approve the minutes of the September 3, 2024 City Council Meeting.

4. BID AWARDS

4.1 Consider and take all appropriate action on a Bid Award for Request for Qualifications (RFQ) #2024-10 On-Call Professional Services and authorize the City Manager to execute 14 Professional Services Agreements (PSAs) to perform services on a task order basis for each of the following consultants, approved as to form by the City Attorney, to cover 13 disciplines of work, identified by disciplines, professional services and technical support services for Capital Improvement Projects (CIP) related services.

- | | |
|-------------------------------|--|
| 1. Terracon Consultants, Inc. | 8. Brown Reynolds Watford |
| 2. Ziegler Cooper Architects | 9. Kimley-Horn |
| 3. Asakura Robinson Company | 10. Associated Testing Laboratories |
| 4. Clark Condon | 11. TCH Inc |
| 5. Duplantis Design Group, PC | 12. UES Professional Solutions 44 |
| 6. Amtech Solutions, Inc | 13. Pinnacle Consulting Management Group |
| 7. Raba Kistner, Inc. | 14. CMT Technical Services |

Michael Gibbs, Director of Finance

5. NEW BUSINESS

5.1 Consider and take all appropriate action on the approval of coop TIPS contract #210 702 02 to construct the renovation of the Friendship Park restrooms in the amount of \$58,457.11 as part of the American Rescue Plan Act (ARPA) funds allocations and authorize the City Manager to execute all associated documents and amend the FY 2024 CIP to reflect this project. *Brian Craig, City Engineer*

5.2 Consider and take appropriate action based on City Council direction to City Staff regarding the engineered approach to the Carothers Coastal Gardens Grading and Drainage Project. Two individual presentations will be provided: (1) by the City Staff and (2) by the Open Space and Trails Committee.

Brian Craig, City Engineer

5.3 Consider and take all appropriate action on the first and final reading of Ordinance 2024-22, ending the Declaration of Disaster. *Gayle Cook, City Manager*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ENDING THE DECLARATION OF DISASTER; PROVIDING AN EFFECTIVE DATE AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN AS REQUIRED BY LAW.

5.4 Consider and take all appropriate action on Resolution 2024-20 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4485-0141 for the EOC/Police Department Generator. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

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-4485-0141, CITY OF SEABROOK EMERGENCY OPERATIONS CENTER GENERATOR; 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.

5.5 Consider and take all appropriate action on Resolution 2024-21 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4586-0078 for Sewer System Portable Generators. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

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-4586-0078, SEWER SYSTEM PORTABLE GENERATORS; 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.

5.6 Consider and take all appropriate action on the approval and renewal of an Agreement between the City of Seabrook and San Jacinto Community College District (SJCCD) for use of district facilities to stage personnel and equipment during declared disasters and authorize the City Manager to execute the agreement. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

5.7 Consider and take all appropriate action on an approved recommendation from the Open Space and Trails Committee on planting live oak trees along Main Street during the Winter Tree Planting event. *Monica Comeaux, OST Member*

5.8 Consider and take all appropriate action on a request from Yachty Gras for hotel occupancy tax (HOT) funds in the amount of \$10,000 for fiscal year 2024-2025, including a schedule for releasing funds to the applicant if approved. *Amanda Alvarado, Public Affairs Director*

6. DISCUSSION

6.1 Discussion regarding the establishment of more definitive guidelines for awarding HOT funds. *Buddy Hammann, Mayor Pro Tem, At-Large Position 5*

7. ROUTINE BUSINESS

7.1 City Manager update and report to City Council on various items that require no action, including Post Hurricane Beryl Recovery efforts, Seabrook Boards and Commissions, Transportation Projects, SH 146 Recap and City of Seabrook CIP Projects.

7.2 Monthly Financial Report for August, 2024.

7.3 Establish future meeting dates and agenda items.

8. EXECUTIVE SESSION

8.1 Section 551.071 Conduct a Closed Executive Session to consult with the City Attorney and Special Counsel for legal matters relating to 202218911; DHI Fund LP v. City of Seabrook, et al; in the 127th Judicial District Harris County, Texas. *George Vie III, PC*

9. OPEN SESSION

Council will reconvene in Open Session to allow for possible action on any of the agenda items listed above under "Closed Executive Session".

10. ADJOURN MEETING

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5663 OR CITYSEC@SEABROOKTX.GOV FOR FURTHER INFORMATION.

I certify that this notice was posted on the bulletin board on or before Friday, September 13, 2024 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC



CERTIFICATE OF INSUFFICIENCY
REGARDING RECALL PETITION OF THOM KOLUPSKI

On August 23, 2024, the City of Seabrook received the signed and notarized affidavit of five electors, who as a committee of petitions, were regarded as responsible for the circulation and filing of the recall petition of City official Thom Kolupski.

The recall petition was submitted and filed with the city secretary within the 30 days allotted by the City Charter. After examination, I, the City Secretary do find the petition to insufficient for the following reason:

Section 8.03 of the City Charter requires a recall petition to be signed by qualified voters of the city equal in number to at least fifty (50) percent of the voters voting in the last general municipal election at which any members of the Council were elected; provided, however, that the petition shall contain the signatures of at least four hundred and fifty (450) qualified voters of the city and shall conform to other provisions of this article and to state law.

This recall petition received less than the required 450 signatures from qualified voters of the City. I, the undersigned, the City Secretary of Seabrook, Texas, hereby certify that the number of qualified signatures received on this petition was 445.



Rachel Lewis
City Secretary

September 12, 2024
Date



CERTIFICATE OF INSUFFICIENCY
REGARDING RECALL PETITION OF TOM TOLLETT

On August 23, 2024, the City of Seabrook received the signed and notarized affidavit of five electors, who as a committee of petitions, were regarded as responsible for the circulation and filing of the recall petition of City official Tom Tollett.

The recall petition was submitted and filed with the city secretary within the 30 days allotted by the City Charter. After examination, I, the City Secretary do find the petition to insufficient for the following reason:

Section 8.03 of the City Charter requires a recall petition to be signed by qualified voters of the city equal in number to at least fifty (50) percent of the voters voting in the last general municipal election at which any members of the Council were elected; provided, however, that the petition shall contain the signatures of at least four hundred and fifty (450) qualified voters of the city and shall conform to other provisions of this article and to state law.

This recall petition received less than the required 450 signatures from qualified voters of the City. I, the undersigned, the City Secretary of Seabrook, Texas, hereby certify that the number of qualified signatures received on this petition was 442.



Rachel Lewis
City Secretary

September 12, 2024
Date



CERTIFICATE OF INSUFFICIENCY
REGARDING RECALL PETITION OF BUDDY HAMMANN

On August 23, 2024, the City of Seabrook received the signed and notarized affidavit of five electors, who as a committee of petitions, were regarded as responsible for the circulation and filing of the recall petition of City official Buddy Hammann.

The recall petition was submitted and filed with the city secretary within the 30 days allotted by the City Charter. After examination, I, the City Secretary do find the petition to insufficient for the following reason:

Section 8.03 of the City Charter requires a recall petition to be signed by qualified voters of the city equal in number to at least fifty (50) percent of the voters voting in the last general municipal election at which any members of the Council were elected; provided, however, that the petition shall contain the signatures of at least four hundred and fifty (450) qualified voters of the city and shall conform to other provisions of this article and to state law.

This recall petition received less than the required 450 signatures from qualified voters of the City. I, the undersigned, the City Secretary of Seabrook, Texas, hereby certify that the number of qualified signatures received on this petition was 442.



Rachel Lewis
City Secretary

September 12, 2024
Date



Tally Sheet

Thom Kolupski

Page No.	No. of Signatures	Out of City (OC)	Required Info. Not Provided (X)	Duplicate Signature (DUP)	No Matching Registered Voter (NR)	Not Registered at the Time of Signing (NRS)	Unable to Verify (UV)	No. of Signatures Verified
1	10	0	0	0	0	0	0	10
2	10	0	0	0	0	0	0	10
3	10	0	0	0	0	0	0	10
4	10	0	0	0	0	0	0	10
5	10	0	0	0	0	0	0	10
6	10	0	0	0	0	1	1	8
7	7	0	2	0	0	1	0	6
8	5	0	0	0	0	0	0	5
9	0	0	0	0	0	0	0	0
10	9	0	0	0	0	0	0	7
11	10	0	0	0	0	0	0	10
12	10	0	0	0	0	0	0	10
13	10	0	0	0	0	0	0	10
14	10	0	0	0	0	0	0	10
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21	6	0	0	0	0	0	0	6
22	9	0	0	0	0	0	0	9
23	8	0	0	0	0	0	0	8
24	10	2	0	0	0	0	0	8
25	10	0	0	0	1	0	0	9
26	9	0	0	0	1	0	0	8
27	9	0	0	0	0	0	0	9

Tally Sheet

Thom Kolupski

28	10	0	0	0	1	0	0	9
29	10	0	0	0	0	0	0	10
30	10	0	0	0	0	0	0	10
31	10	0	0	0	0	0	0	10
32	10	0	0	0	0	0	0	10
33	10	1	0	0	0	0	0	9
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44	9	0	0	0	0	0	1	7
45	10	1	0	0	1	0	1	7
46	10	0	0	0	0	0	0	10
47	10	0	0	0	1	0	1	8
48	10	0	1	1	0	1	0	7
49	10	1	0	0	0	1	0	8
50	10	0	0	0	0	0	0	10
S2-1	10	0	0	0	0	0	0	10
S2-2	0	0	0	0	0	0	0	0
S2-3	10	0	0	0	0	0	1	9
S2-4	10	0	0	0	1	0	0	9
S2-5	9	0	0	0	0	0	0	9
S2-6	10	0	0	0	0	0	0	10

Tally Sheet

Thom Kolupski

S2-7	0	0	0	0	0	0	0	0
S2-8	0	0	0	0	0	0	0	0
S2-9	0	0	0	0	0	0	0	0
S2-10	0	0	0	0	0	0	0	0
S2-11	0	0	0	0	0	0	0	0
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S2-17	0	0	0	0	0	0	0	0
S2-18	0	0	0	0	0	0	0	0
S2-19	0	0	0	0	0	0	0	0
S2-20	0	0	0	0	0	0	0	0

TOTALS	471	5	3	2	7	4	5	445
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Tally Sheet

Tom Tollett

Page No.	No. of Signatures	Out of City (OC)	Required Info. Not Provided (X)	Duplicate Signature (DUP)	No Matching Registered Voter (NR)	Not Registered at the Time of Signing (NRS)	Unable to Verify (UV)	No. of Signatures Verified
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6	10	0	0	0	0	2	1	7
7	7	0	0	0	0	0	0	7
8	5	0	0	0	0	0	0	5
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10	10	0	0	0	0	0	0	10
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23	8	0	0	0	0	0	0	8
24	10	0	0	0	1	0	0	9
25	9	0	0	0	1	0	0	8
26	9	0	0	0	0	0	0	9
27	10	0	1	0	1	0	0	8

Tally Sheet

Tom Tollett

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32	9	0	0	0	0	0	0	9
33	9	1	0	0	0	0	0	8
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48	10	0	1	0	0	1	0	8
49	10	1	0	0	0	1	0	8
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S2-1	10	0	0	0	0	0	0	10
S2-2	0	0	0	0	0	0	1	0
S2-3	10	0	0	0	0	0	1	9
S2-4	9	0	0	0	1	0	0	8
S2-5	9	0	0	0	0	0	0	9
S2-6	10	0	0	0	0	0	0	10

Tally Sheet

Tom Tollett

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S2-8	0	0	0	0	0	0	0	0
S2-9	0	0	0	0	0	0	0	0
S2-10	0	0	0	0	0	0	0	0
S2-11	0	0	0	0	0	0	0	0
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S2-17	0	0	0	0	0	0	0	0
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S2-19	0	0	0	0	0	0	0	0
S2-20	0	0	0	0	0	0	0	0

TOTALS	468	6	3	0	7	4	6	442
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Tally Sheet

Buddy Hammann

Page No.	No. of Signatures	Out of City (OC)	Required Info. Not Provided (X)	Duplicate Signature (DUP)	No Matching Registered Voter (NR)	Not Registered at the Time of Signing (NRS)	Unable to Verify (UV)	No. of Signatures Verified
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23	8	0	0	0	0	0	0	8
24	10	0	0	0	1	0	0	9
25	10	2	0	0	0	0	0	8
26	10	0	0	0	1	0	0	9
27	9	0	1	0	1	0	0	7

Tally Sheet

Buddy Hammann

28	10	0	0	0	0	0	0	10
29	10	0	0	0	0	0	0	10
30	10	0	0	0	0	0	0	10
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48	10	0	1	0	0	1	1	7
49	10	0	1	0	0	0	0	9
50	10	1	0	0	0	1	0	8
S2-1	10	0	0	0	0	0	0	10
S2-2	0	0	0	0	0	0	0	0
S2-3	10	0	0	0	0	0	1	9
S2-4	7	0	0	0	0	0	0	7
S2-5	4	0	0	0	1	0	0	3
S2-6	10	0	0	0	0	0	0	10

Tally Sheet

Buddy Hammann

S2-7	0	0	0	0	0	0	0	0
S2-8	0	0	0	0	0	0	0	0
S2-9	0	0	0	0	0	0	0	0
S2-10	0	0	0	0	0	0	0	0
S2-11	0	0	0	0	0	0	0	0
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S2-14	0	0	0	0	0	0	0	0
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S2-18	0	0	0	0	0	0	0	0
S2-19	0	0	0	0	0	0	0	0
S2-20	0	0	0	0	0	0	0	0

TOTALS	467	4	4	0	7	4	6	442
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Annual Report to City Council

September 17 2024



Board of Directors



Paul Dunphey

Chairman

Terry Champan

Vice-Chair

Kevin Ferguson

Treasurer

Ann Wacker

Secretary

Gary Bell

Member

Buddy Hammann

Council Representative

Thom Kolupski

Mayor

Purpose

The purpose of the Corporation is to use economic development resources to encourage and promote the general economic welfare of the City, its residents and businesses as authorized by the Act, as it may be amended.



EDC Goals 2024-2026



01

Promote Seabrook branding, image enhancement, communication and key marketing initiatives.

02

Focus on the development and promotion of Old Seabrook.

03

Provide guidance to the Seabrook City Council on economic development decisions and future land uses.

04

Support initiative that promote the redevelopment of the business corridor along SH146 and Red Bluff.

05

Review and potential expansion of incentives for overall business development incentives for local relocation and new development - including district specific incentives.

06

Recommend to the City's Capital Improvement Program (CIP) for capital projects such as streets, drainage and other infrastructure improvements that benefit business development.



146 Corridor + SEDC



\$1.1 million EDC
Investment



Old Seabrook District Livable Center Study

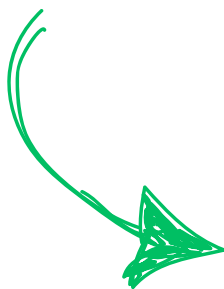
\$40k EDC Investment



Study Summary and Goals

The Seabrook Livable Centers study is also referred to as the Old Town Seabrook District – Main Street H-GAC Livable Centers study and will leverage the city's prospect for growth and emerging political will for urban transformation to create a plan for the Downtown district that is a green, lively, and thriving social center for the City's residents and visitors alike.

By focusing the study area on the Downtown Historical District, the City will direct efforts to preserve and enhance the family-centric small-town appeal of Seabrook in the face of future growth. The study will focus on enhancing the quality of life with more mobility choices, measures for safety and comfort, a unique landscape character, and thoughtful development patterns.



03

Provide guidance to the Seabrook City Council on economic development decisions and future land uses.

04

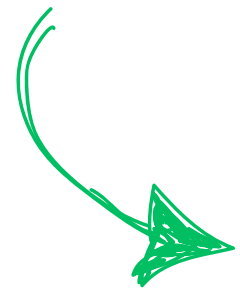
Support initiative that promote the redevelopment of the business corridor along SH146 and Red Bluff.

05

Review and potential expansion of incentives for overall business development incentives for local relocation and new development - including district specific incentives.

New Incentive Policy

- Small Business Development
- Commercial Facade Incentive
- New Construction & Development Incentive
- Retail Redevelopment Incentive
- Sales Tax Rebate



SEABROOK ECONOMIC DEVELOPMENT CORPORATION RESOLUTION 2023-01/EDC

SEDC INCENTIVES POLICY

WHEREAS, on January 18, 1992, the voters of the City of Seabrook authorized the City of Seabrook to adopt a one-half cent sales and use tax to pay for the costs of projects authorized by Chapters 501, 502, and 505 of the Texas Local Government Code, and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such projects; and

WHEREAS, the Seabrook Economic Development Corporation ("EDC"), a type B corporation, was established to oversee the expenditures of these tax monies and bylaws were established for the operation of the EDC; and

WHEREAS, EDC has analyzed potential incentive programs available under state law to assist it in attracting businesses, creating jobs, and assisting in other statutorily authorized economic development programs; and

WHEREAS, EDC has evaluated incentive program funding for its current Fiscal Year budget; and

WHEREAS, EDC has allocated funding and memorialized incentive program funding options by resolution since Fiscal Year 2008-09, the first year it adopted such measures;

NOW THEREFORE, BE IT RESOLVED BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS:

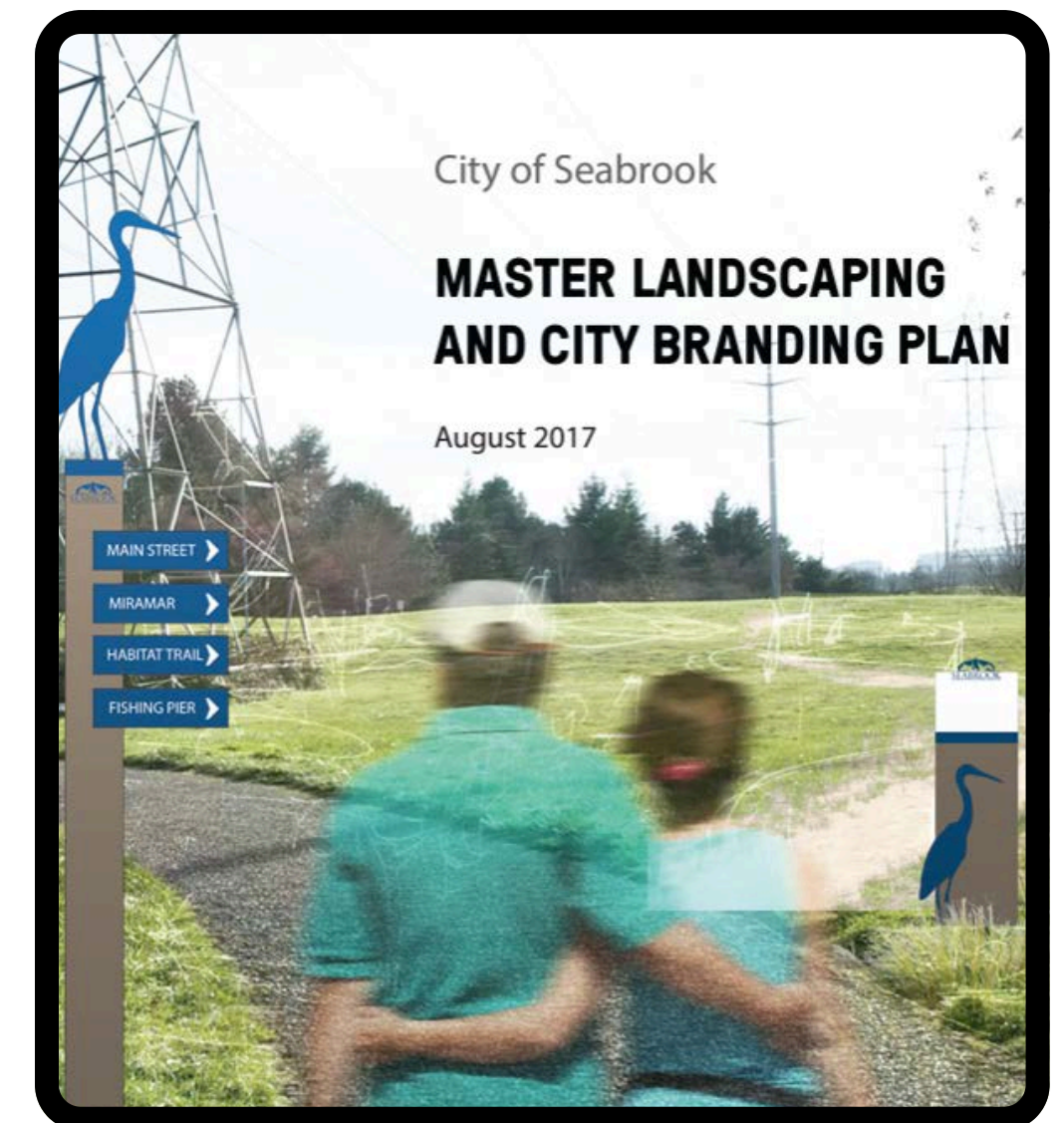
Section 1. That EDC will undertake to establish one or more economic development incentive programs and expenditures in accordance with the City of Seabrook's and the EDC's economic development goals and adoption of relevant policies for each program, state law, including but not limited to Chapters 501, 502, and 505 Texas Local Government Code (the Development Corporation Act) and to the extent EDC is authorized to expend funds in such a program, as established by the Texas Local Government Code Chapter 380 and Seabrook City Council, as appropriate.

Section 2. That the following incentives are approved by the Board of Directors, and are designed to provide guidance to the EDC Director in his negotiations with potential economic development clients. All requests for incentives shall come back to the Board for consideration, and shall be in an amount or amounts which will not

CIP FY 2023-2024



1. Gateway and Directional Signage Project
2. Potential Thoroughfare: Commercial Road
3. Potential Thoroughfare: Starboard Road
4. Old Seabrook Livable Center Study and Projects
 - a. Enhance Main Street
 - b. Enhance Pedestrian Connectivity
 - c. Hardesty & Meyer Reconstruction



Awarded Incentives Update



MERLION THAI		THE COMMONS		SEABROOK PLAZA		TRANSWESTERN
2018	MARIO'S PIZZA	2021	SEABROOK TOWN CENTER	2023	SEABROOK CHEESE CO.	2023
Reimbursement of city permitting fees \$33,252 + reimbursement of EDC portion of sales tax. 10 Years or \$40,000 (\$22,727 Reimbursed)	2019 Building permit, grease trap, dumpster & façade \$59,767 + reimbursement of EDC portion of sales tax. 5 Years or \$50,000 (\$26,704 Reimbursed)	Reimbursement of building permit fees \$64,163	2023 Reimbursement of public sanitary sewer relocation. \$397,947.48	Reimburesement of drainage system on property \$550,000 or 50% + remainder for project completion of Margaritaville \$2,000,000	2023 Reimbursement of project fees associated with parking lot creation \$8,000	Reimbursement of permit fees with employment creation \$50,000
ACTIVE	ACTIVE	COMPLETED	COMPLETED	ACTIVE	COMPLETED	COMPLETED



Seabrook Economic Development Corporation awards \$50,000 incentive for distribution center



By Saab Sahi | 6:02 PM Feb 9, 2023 CST
Updated 6:02 PM Feb 9, 2023 CST



Transwestern received a \$50,000 incentive for the development of the Bayport 146 Distribution Center. (Courtesy Seabrook)



EDC Website

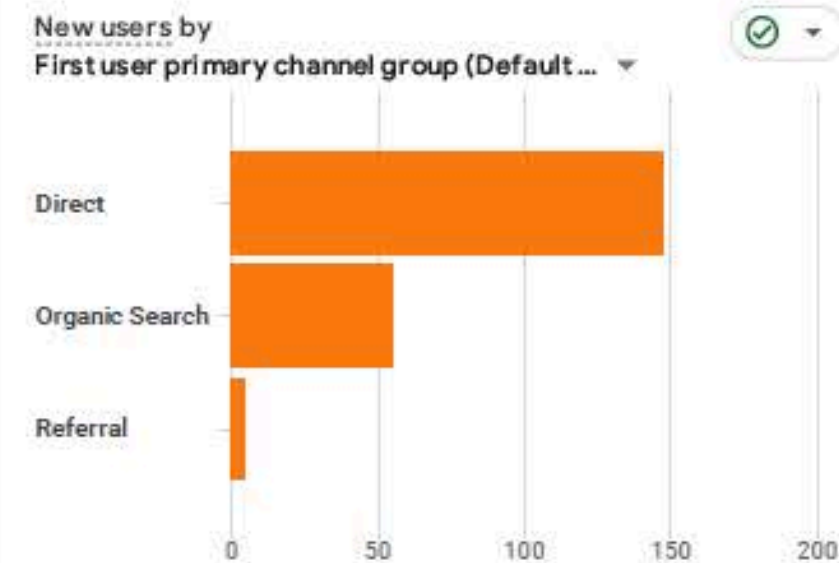
Landing page + query ... Add comparison +

Last 12 months Feb 11, 2023 - Feb 11, 2024

Reports snapshot

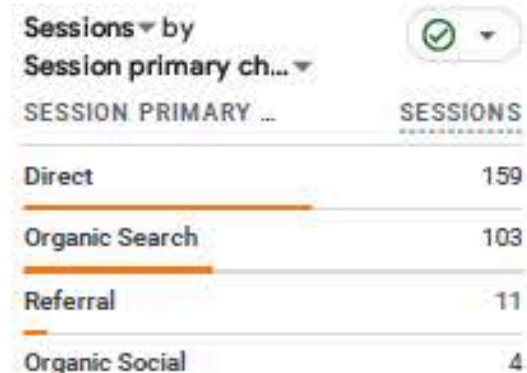


WHERE DO YOUR NEW USERS COME FROM?



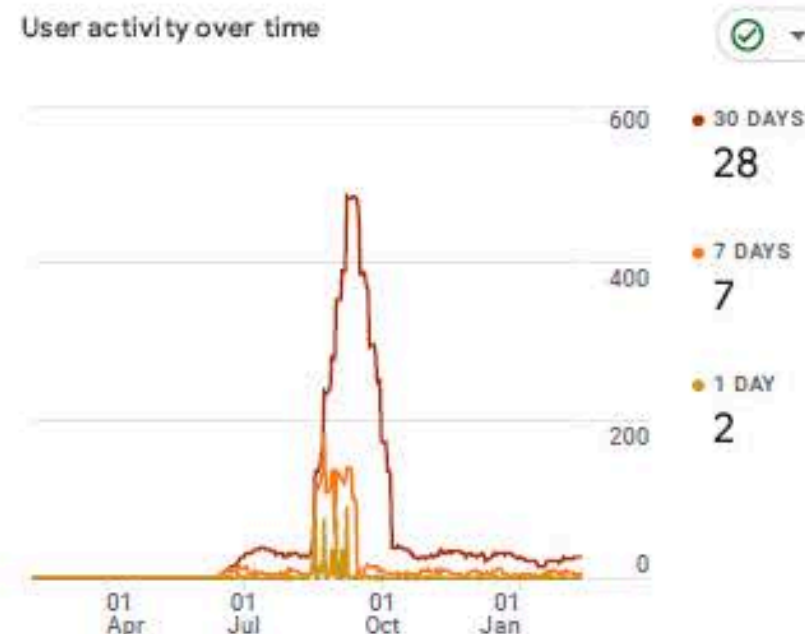
[View user acquisition](#)

WHAT ARE YOUR TOP CAMPAIGNS?



[View traffic acquisition](#)

HOW ARE ACTIVE USERS TRENDING?

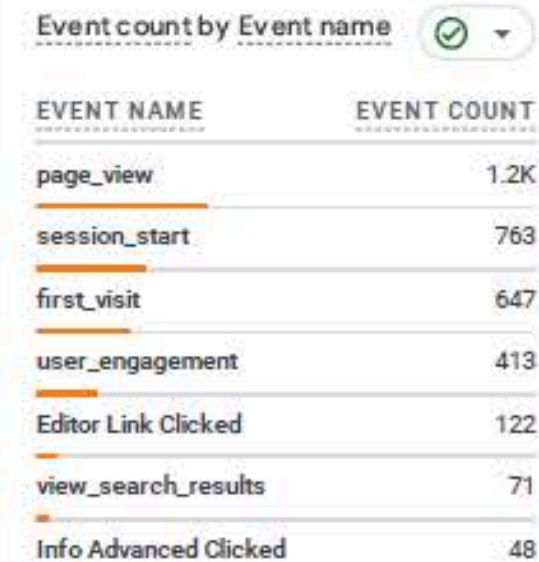


WHICH PAGES AND SCREENS GET THE MOST VIEWS?

Views by Page title and screen class

PAGE TITLE AND SCREEN CLASS	VIEWS
Economic Development Corp...	741
SEDC Seabrook, TX - Official Website	153
Seabrook, TX - Official Website	61
Incentives Seabrook, TX - Official Website	29
Agenda Center • Seabrook, TX - Official Website	27
Custom404 • Seabrook, TX - Official Website	20
Site Selections Seabrook, TX - Official Website	17

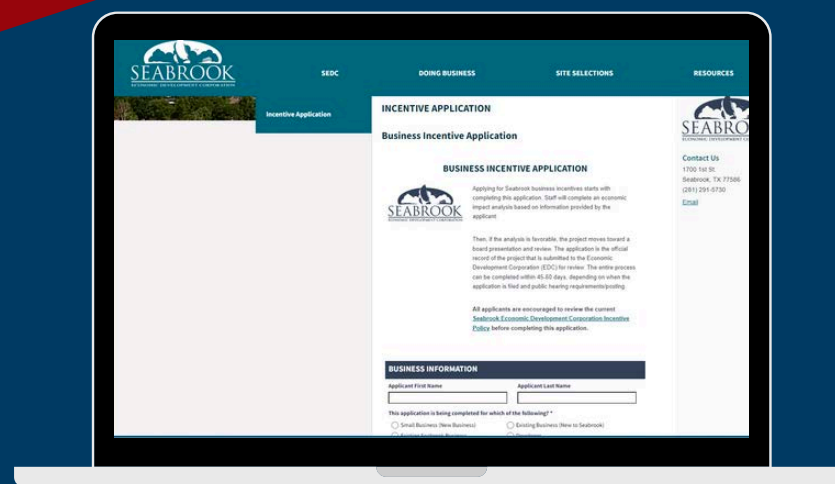
[View pages and screens](#)



[View events: event name](#)

**BREAKING
NEWS**

Program Updates



ONLINE INCENTIVE APPLICATION

As of February 2024 the Seabrook EDC Business Development Incentive application is available to be completed and submitted electronically on the EDC website. This will provide a seamless application process for businesses and potentially help to increase overall application submissions.

POLICY AND GUIDELINES UPDATE

In 2023 the EDC Incentive Program policy was updated in order to improve the data collection process from applicant and expand the definition of terms.

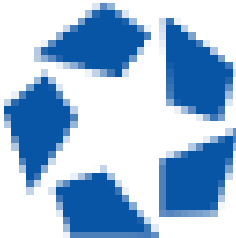
WEBSITE UPDATES

The Seabrook EDC's website is getting an upgrade! Staff is in the process of redesigning the EDC website to promote ease of use and greater website traffic.



INVENTORY SF	UNDER CONSTRUCTION SF	12 MO NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/SF	MARKET SALE PRICE/SF	MARKET CAP RATE
1.4M +2.1%	0 -100.0%	1.8K +130.3%	9.7% +1.7%	\$17.42 +1.9%	\$175 -6.0%	6.8% +0.6%
Prior Period 1.3M	Prior Period 118K	Prior Period (5.9K)	Prior Period 8.0%	Prior Period \$17.10	Prior Period \$186	Prior Period 6.2%

Availability		Inventory		Sales Past Year		Demand	
Vacant SF	134K ↑	Existing Buildings	142 ↑	Asking Price Per SF	-	12 Mo Net Absorp % of Inventory	0.1% ↓
Sublet SF	2.4K ↓	Under Construction Avg SF	-	Sale to Asking Price Differential	-	12 Mo Leased SF	9.2K ↓
Availability Rate	10.0% ↑	12 Mo Demolished SF	0 ↓	Sales Volume	\$3.6M ↓	Months on Market	20.9 ↑
Available SF Total	137K ↑	12 Mo Occupancy % at Delivery	23.8% ↑	Properties Sold	4 ↓	Months to Lease	-
Available Asking Rent/SF	\$18.05 ↑	12 Mo Construction Starts SF	0 ↓	Months to Sale	4.9 ↑	Months Vacant	-
Occupancy Rate	90.3% ↓	12 Mo Delivered SF	118K ↑	For Sale Listings	5 ↑	24 Mo Lease Renewal Rate	66.7%
Percent Leased Rate	90.5% ↓	12 Mo Avg Delivered SF	59.1K ↑	Total For Sale SF	79.7K ↑	Population Growth 5 Yrs	1.4%



12 centers / 20 properties / 39 spaces													
Change Criteria	Centers	Properties	Spaces	Lease Analysis	Demographics	Changes	Map						
Show Criteria	✓	Address	Center Name	Name	Type	Status	RBA/GLA	SF Avail	Rent/SF/yr	Star Rating	Market	Submarket	Landlord Representative
Print Reports	☐	3101 Bayport	Seabrook Town Centre	Tuck-Under Retail	Retail (Lifestyle Center)	Proposed	4,000	-	-	★★★★★	Houston	NASA/Clear Lake Ret	
Our Order	☐	1418-1426 Bayport Blvd			Retail (Strip Center)	Existing	5,583	-	14-17 (Est)	★★★★★	Houston	NASA/Clear Lake Ret	
Add Centers	☐	2000-2199 Bayport Blvd	Miramar Shopping Center	Miramar Shopping Center	Retail (Neighborhood Center)	Existing	88,191	28,068	12.51	★★★★★	Houston	NASA/Clear Lake Ret	Shadowood Realty Partners
Added/Removed	☐	5735 Bayport Blvd	Seabrook Plaza	5735 Bayport Blvd	Retail (Strip Center)	Existing	12,500	8,521	18.83	★★★★★	Houston	NASA/Clear Lake Ret	CHROME COMMERCIAL
Save Search	☐	1908 Hialeah Dr	Hialeah Shopping Center	Hialeah Shopping Center	Retail (Strip Center)	Existing	24,000	-	8-10 (Est)	★★★★★	Houston	NASA/Clear Lake Ret	RE/MAX Space Center
Lookup Property	☐	Highway 146 @ E Repsrdorph Rd	Seabrook Town Centre	3101 Bayport	Retail (Lifestyle Center)	Proposed	19,020	-	-	★★★★★	Houston	NASA/Clear Lake Ret	New Regional Planning, Inc.
Property Search	☐	2900 Nasa Pky	Lakeside Shopping Center	Lakeside Shopping Center	Retail (Neighborhood Center)	Existing	35,048	6,000	17.52	★★★★★	Houston	NASA/Clear Lake Ret	MADA Properties
or Lease Search	☐	3100-3150 NASA Pky	Pelican Plaza	Pelican Plaza	Retail (Neighborhood Center)	Existing	30,231	2,355	10.61	★★★★★	Houston	NASA/Clear Lake Ret	The Mishra Group
Multi-Fam Search	☐	2622 NASA Rd 1	Seabrook Professional Building	Clear Lake Court	Retail (Strip Center)	Existing	11,975	5,806	15.54	★★★★★	Houston	NASA/Clear Lake Ret	Texas Ally Real Estate
etail Search	☐	3524-3568 Nasa Rd 1		Nasa Rd Retail Center	Retail (Strip Center)	Existing	13,000	4,085	14.00	★★★★★	Houston	NASA/Clear Lake Ret	ORES
Shop Ctr Search	☐	2100 E Nasa Pky	Seabrook Center	Seabrook Shopping Center	Retail (Strip Center)	Existing	24,700	-	19-23 (Est)	★★★★★	Houston	NASA/Clear Lake Ret	S.E. Covington & Company, Inc.
alytic Search	☐	3659 Nasa Road One	Seagate Village Shopping Center	Seagate Village Shopping Center	Retail (Strip Center)	Existing	12,402	6,547	12.00	★★★★★	Houston	NASA/Clear Lake Ret	Texas Ally Real Estate
ty Searches	☐	3300 Texas 146	Shops at The Commons	Shops at The Commons	Retail (Strip Center)	Existing	28,600	18,510	26.00	★★★★★	Houston	NASA/Clear Lake Ret	
lide Show	☐	Highway 146	Seabrook Town Centre	Pad 3	Retail (Lifestyle Center)	Proposed	3,500	3,500	Withheld	★★★★★	Houston	NASA/Clear Lake Ret	
xport Data	☐	Highway 146	Seabrook Town Centre	Pad 2	Retail (Lifestyle Center)	Proposed	6,500	6,500	Withheld	★★★★★	Houston	NASA/Clear Lake Ret	
nowledge Ctr	☐	Highway 146	Seabrook Town Centre	Pad 1	Retail (Lifestyle Center)	Proposed	3,000	3,000	Withheld	★★★★★	Houston	NASA/Clear Lake Ret	
	☐	Highway 146	Seabrook Town Centre	Pad 4	Retail (Lifestyle Center)	Proposed	4,000	4,000	Withheld	★★★★★	Houston	NASA/Clear Lake Ret	
	☐	Highway 146	Seabrook Town Centre	Building 5	Retail (Lifestyle Center)	Proposed	5,200	5,200	Withheld	★★★★★	Houston	NASA/Clear Lake Ret	
	☐	Highway 146	Seabrook Town Centre	Building 6	Retail (Lifestyle Center)	Proposed	8,840	8,840	Withheld	★★★★★	Houston	NASA/Clear Lake Ret	
	☐	Highway 146	Seabrook Town Centre	Building 7	Retail (Lifestyle Center)	Proposed	5,000	5,000	-	★★★★★	Houston	NASA/Clear Lake Ret	

2023 - 2024

New or Coming Soon



Marine Max
New Owner
Expansion of Services of
Endeavor Marina



Hairvation Salon
Hair Salon
New Business



Proactive Supply Chain Group
Industrial Warehousing
New Business



CEM Solutions
Marketing and Event Solutions
New Business



Express Pet Spa
Pet Groomer
New Business



Seabrook Snow Treats and Sweets
New Owner

Petal and Grace Flower Shop
Floral Shop
New Business



Areas of Interest



Compass Margaritaville

Highland Center



Areas of Interest



The Commons

Seabrook Town Centre - The Edge



Community Partnerships

- Educate on issues for local businesses
- Spotlighting Businesses
- Advocating for Pro-business climate and public policy
- Chamber Membership and Luncheons
- Business Directory Online
- Email Blasts Online

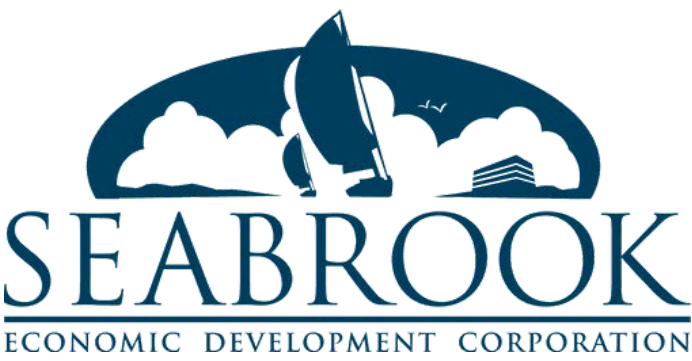


BAY AREA HOUSTON ECONOMIC PARTNERSHIP (BAHEP)

- Engages in on-going efforts to attract new business to the City and encourages retention and expansion of existing businesses that create or retain jobs within the region.
- Advisory Services
- NASA/Retention and Recruitment of Selected Industries
- Healthcare Industry Recruitment
- Annual Reports to Seabrook EDC
- Trade Show representation



Real Estate Marketing



Over the past year, we have utilized E-Blasts and business development magazines such as Houston BizNow to spread the word about available sites in Seabrook.

SEABROOK, TEXAS
WANTS YOUR BUSINESS



COMMERCIAL LAND FOR SALE		RETAIL SPACES FOR LEASE	
3.32 ACRES SH 146 & E. MEYER AVENUE RETAIL OR RESTAURANT	0.41 ACRES SH 146 & 2400 BAYPORT BLVD GREAT FOR A QSR	RETAIL AT COMMONS SH 146 & 3300 BAYPORT BLVD PAD SITES AVAILABLE	MIRAMAR SHOPS SH 146 & 2000 BAYPORT BLVD 5 SITES AVAILABLE
2.69 ACRES 3706 NASA PARKWAY RETAIL OR RESTAURANT	2.8 ACRES 3100 NASA PARKWAY RETAIL OR RESTAURANT	LAKESIDE PLAZA 2900 NASA PARKWAY SPACES AVAILABLE	LAKESIDE SUITES 2600 NASA PARKWAY OFFICE SPACES

FOR SALE

Commercial Land

Located in beautiful Seabrook, Texas this commercial property is an ideal location for retailers and restaurants. Sits at the intersection of Repsdorph Circle and State Highway 146.

- 10 minute drive to NASA
- 5 minute drive to Kemah
- 244,748 vehicles weekly (SH146)

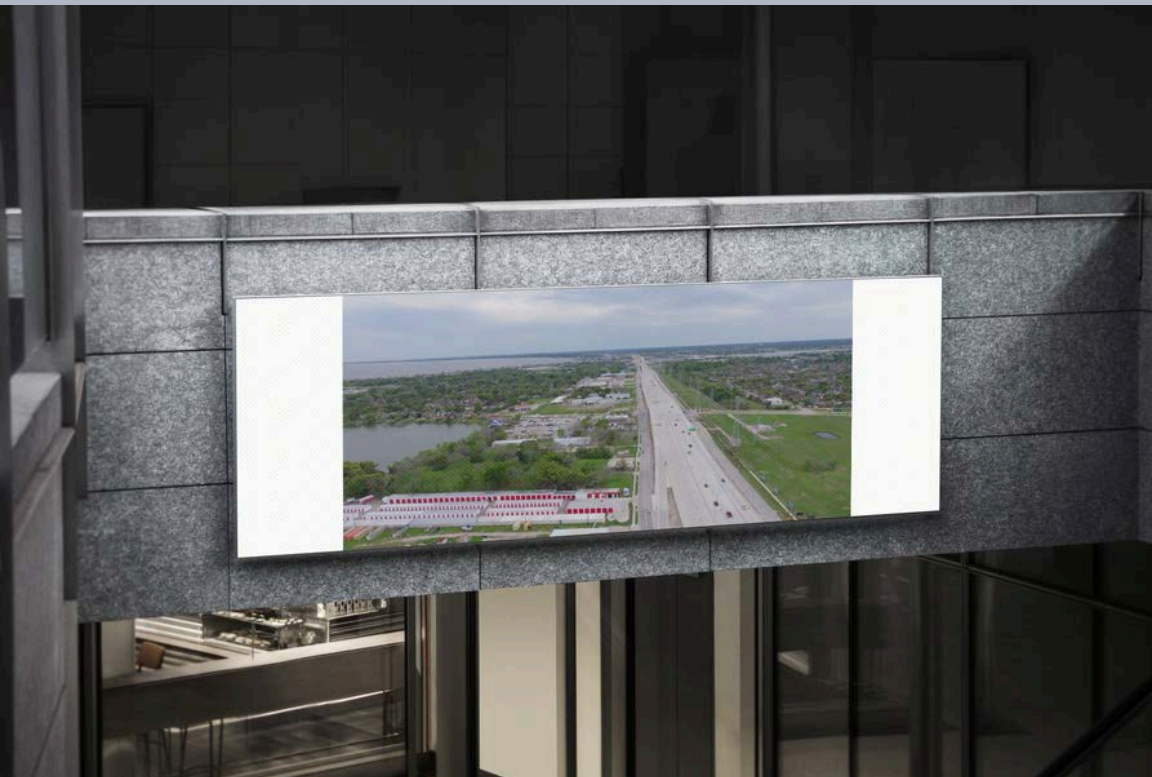
- \$111,880 Avg. HH
- 29,376 Households
- 80,937 Daytime Population
- 30 minute drive to Houston

Paul M. Chavez, EDC Director
PChavez@seabrooktx.gov
281.291.5730

New Campaign “Seabrook is Open”

\$15K EDC Investment

FireFox Video



- Create a video showcasing Seabrook, including drone footage, to encourage visitors.
- Develop a script based on your objectives and provide final approval of the video.
- Deliver both :05 and :30 video spots for use on KTRK and Hulu.
- Run 350,000 animated digital impressions across multiple sites.
- Feature Seabrook in a segment on Houston Life (KPRC-TV), with a spokesperson of your choice.
- The segment will be hosted on click2houston.com, allowing for easy sharing on social media.
- Run :05 spots on KTRK-TV across all newscasts, offering a cost-effective way to reach a large audience.
- Use a :30 spot to run targeted ads on Hulu, providing 50,000 targeted impressions for viewers who stream content.

Annual Keels and Wheels Broker and Partner Event

The Seabrook Economic Development Corporation (SEDC) hosts an annual "Keels and Wheels" broker event in conjunction with the well-known Keels & Wheels Concours d'Elegance, a vintage boat and car show. This event is aimed at showcasing Seabrook and the surrounding areas to brokers, developers, and potential business partners. The SEDC uses the occasion to highlight investment opportunities, infrastructure developments, and the city's business-friendly environment.



2023 Business of the Year



ATHENA'S CORNER

The City of Seabrook proudly announces Athena's Corner as the recipient of the 2023 Seabrook Business of the Year award, as designated by the Seabrook Economic Development Corporation. This recognition was officially bestowed upon Athena's Corner at the Seabrook City Council meeting on Tuesday, January 23, 2024.

“

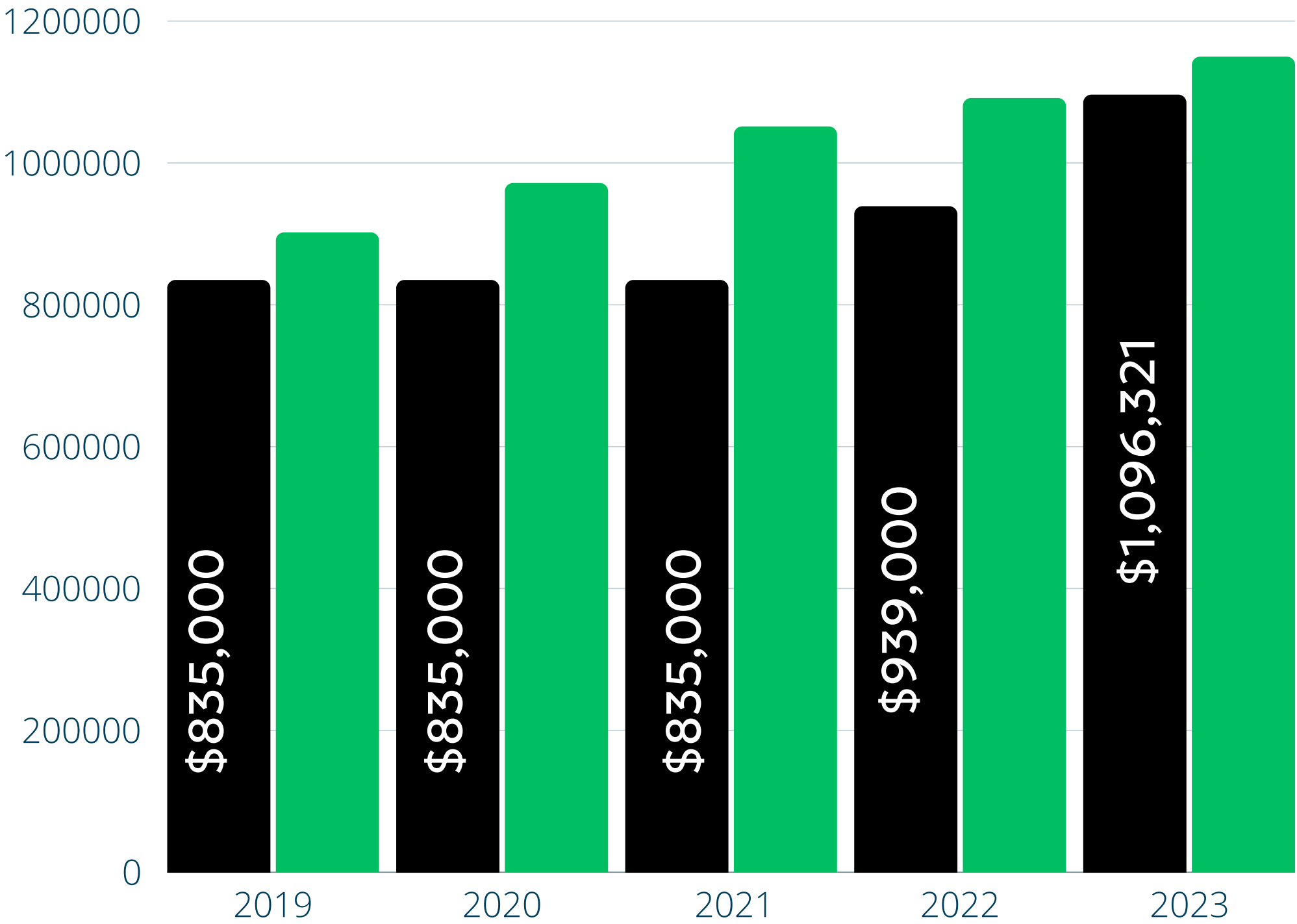
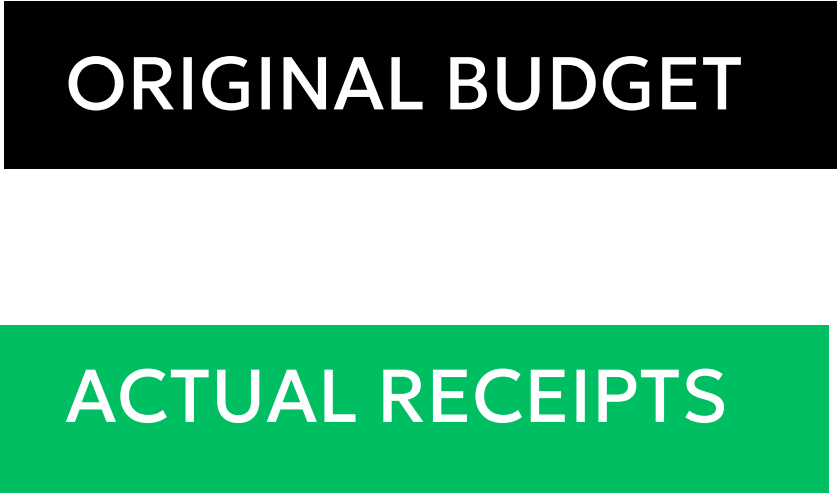
"Being selected as Seabrook's 2023 Business of the Year is nothing short of amazing for us. We feel incredibly blessed and grateful to have been chosen for this prestigious award. To be recognized in this way by our community is not just a testament to the success of our business but a reflection of the strong bonds we've formed."

-Diana Haronitis, Athena's Corner

”



EDC Sales Tax



FY2025



EDC BUDGET FOR FY 2024-25

Presented 7-11-24

ACCOUNT	EXPENSE ACCOUNT TITLE	
	• Expense Detail	
4010	OFFICE SUPPLIES	500
	Binders, Business Cards	500
5010	ADVERTISING (no greater than 10% of total revenues)	51,300
	• Print, video & online advertising: Annual Promotional Campaign	40,000
	• BAHEP Partnership Ads	1,000
	• Promotional items	300
	• Seabrook event sponsorship- Celebration Seabrook	10,000
5020	DUES & SUBSCRIPTIONS	1,465
	• Texas Economic Development Council (TEDC)	575
	• International Council of Shopping Centers (ICSC) (2)	250
	• Annual Bank of America credit card fee	40
	• Business of the Year Membership to Chamber of Commerce	400
	• Houston Business Journal	200
5030	SERVICES	0
5042 (NEW)	IT SOFTWARE	22,350
	• Website hosting, AI bot and maintenance, Email Blast software	6,750
	• Archive Social Web Services (for open records reporting)	2,500
	• EDC Domains	100
	• Broker, Real Estate and Mapping Software	13,000
5182	TRAIL MAINTENANCE	30,000
5220	LEGAL	16,800
5227	CONSULTING	60,000
	• Bay Area Houston Economic Partnership (2023-2026)	20,000
	• General Consulting (Board Related)	15,000
	• Economic Alliance Houston Port Region (2024-2027)	15,000
	• Clear Lake Chamber of Commerce (2024-2025)	10,000
5300	TRAINING & CONFERENCE	13,800
	• BAHEP table for annual banquet (8 seats)	1,500
	• Economic Alliance table for annual banquet (8 seats)	1,000
	• Economic Alliance trip to Washington, DC (1 person)	2,500
	• Keels & Wheels Preview Event (Spring 2023)	2,500
	• Meetings, Events and Luncheons	1,000
	• Seabrook Economic Development Broker Events	3,500
	• Staff Training	1,200
	• TEDC Quarterly Conferences	600
5400	TELEPHONE	0
5465	MISCELLANEOUS (Board Shirts)	500
5617	ECONOMIC DEVELOPMENT PROJECTS	1,000,000
	• CIP Projects	
	Livable Center Projects (Project Notice Old Seabrook \$1,000,000)	500,000
	Gateway, Wayfinding, Pedestrian and Park Municipal Sign (Project Notice Old Seabrook includes signage)	500,000

5620	ECONOMIC DEVELOPMENT INCENTIVE PROGRAMS	665,406
	Active Project 2017 - Merlion (Sales Tax Reim \$40K)	7,156
	Active Project 2022 - Fay&Fay (Seabrook Shipyard) \$8250 gas line	8,250
	Active Project 2023 - The Edge (Towne Center) \$397,974.48 line reloc	0
	Active Project 2023 - Margaritaville (Seabrook Plaza) \$550,000 drainage/ \$2M TOTAL	550,000
	New Incentives	100,000
TOTAL EXPENDITURES		1,861,621
INTERFUND TRANSFERS		
6250	ADMINISTRATIVE SERVICES AGREEMENT	113,745
6255	TRANSFER TO ENTERPRISE FUND PROJECT (CIP Projects/Debt Payment to EF)	196,945
TOTAL		* 2,172,311

- CIP Projects \$1,000,000
- Ongoing Incentives \$565,486
- New Incentives \$100,000
- Bond Payment - Water Tank \$196,945

SEABROOK ECONOMIC DEVELOPMENT CORPORATION



2024-2026 Strategic Plan

Vision Statement

Seabrook is a sustainable, energetic, and beautiful coastal community that embraces environmental stewardship, fosters safe neighborhoods, and promotes tourism and economic diversity.

Mission Statement

The City of Seabrook is responsive, innovative, and fiscally sound in delivering services that preserve, protect, and enhance quality of life.

Goals

1.

Support Existing
Local Businesses
and Industries

2.

Business
Marketing &
Recruitment

3.

Quality of Life
Infrastructure

4.

Communications

5.

Old Seabrook

Thank you



MEETING MINUTES
SEPTEMBER 3, 2024

SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Rob Hefner, Tom Tollett, Michael Giangrosso, Joe Machol. Also in attendance were: City Manager Gayle Cook, and City Secretary Rachel Lewis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

The following citizens gave public comments:

Tyler Kobena	1801 El Mar Lane, Seabrook, Texas	Support video recordings of meetings
Gary Johnson	2300 Repsdorph, Seabrook Texas	Thanks to City Manager & Staff Council conflict & wasted resources

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

Councilmember Hefner announced the following events:

R.A.D Self Defense Training on September 10, 2024 and September 12, 2024

Kid's Fish on September 14, 2024

DF95 Texas State Championship from September 13, 2024 through September 15, 2024.

Konzerts for Kids on September 14, 2024

Seabrook Saltwater Derby on September 28, 2024

2. PRESENTATIONS

2.1 Mayor Kolupski to present a proclamation to REV UP Texas declaring September 9, 2024 through September 13, 2024 as Disability Voting Rights Week.

Mayor Kolupski presented a proclamation declaring September 9, 2024, through September 13, 2024, as Disability Voting Rights Week to Lydia Landry of REV UP Texas.

2.2 Mayor Kolupski to present a proclamation to the Daughters of the American Revolution declaring September 17, 2024 through September 23, 2024 as Constitution Week.

Mayor Kolupski presented a proclamation declaring September 17, 2024, through September 23, 2024 as Constitution Week to Nancy Stokes with the Sam Houston Chapter of the Daughters of the American Revolution.

2.3 Bill Neeson, a representative of Highland Resources, Inc., to present the bi-annual status report regarding the Residence at Highland Center Planned Unit Development (PUD).

A representative of Highland Resources, Inc presented the status report. She stated they are committed to continued progress with the project on NASA Road 1. She stated

they were also committed to keeping the property clean and will do better to maintain the area.

2.4 Presentation to BayCert for their efforts in supporting the City of Seabrook during Hurricane Beryl.

Emergency Management Coordinator, Kevin Rodgers, presented an award to BayCERT for their work during Hurricane Beryl.

3. ADJOURN REGULAR SESSION AND ENTER INTO BUDGET WORKSHOP SESSION

Mayor Kolupski adjourned into a Workshop Session at 6:25 pm

3.1 Review and discuss the proposed Fiscal Year 2024-2025 Budget including Special Funds, and Capital Improvement Program (CIP).

City Manager Gayle Cook presented the proposed budget. *See attachment A.*

3.2 Review, discuss and provide direction on the proposed tax rate for the Fiscal Year 2024-2025.

City Manager Gayle Cook presented the property tax and certified rolls. *See attachment B.* Finance Director Mike Gibbs explained the Debt Service fund and the fund balance in that fund. Taking that fund balance to help keep the tax rate flat was a possibility presented.

4. ADJOURN BUDGET WORKSHOP SESSION AND ENTER INTO BUDGET SESSION

Mayor Kolupski adjourned the Workshop Session and entered into a Budget Session at 6:44 pm.

4.1 Consider and take all appropriate action on extending video recording and livestreaming to all boards & commissions.

Multimedia Producer Michelle Barnabo presented the budget and cost of implementing the recording program. *See attachment C.*

Motion:	To Approve Option D
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed with Mayor Kolupski and Councilmembers Hammann, Hefner, Tollett, and Giangrosso voting in favor and Councilmembers Rasco and Machol voting opposed.

4.2 Consider and take all appropriate action on a request from Barge295 for hotel occupancy tax funds in the amount of \$28,500 for fiscal year 2024-2025, to include a schedule for releasing funds to the applicant if approved.

Mike Robinson with Barge295 presented the application. Councilmember Giangrosso expressed concern that the event did not have a track record with the hotels to show the event increased their occupancy. Mr. Robinson stated the event garnered more participation than events such as the Texas Outlaw Challenge. Mayor Kolupski stated this was the type of thing HOT taxes were for.

Motion:	To Approve \$10,000
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed with Councilmembers Rasco, Tollett, Hammann, and Giangrosso voting in favor, and Mayor Kolupski and

Councilmembers Machol and Hefner voting opposed.

- 4.3 Consider and approve by record vote the FY 2024-2025 proposed budget including General Fund, Enterprise Fund, Capital Improvement Program (CIP) and all special funds and set the date and time for the Public Hearing on September 27, 2024 at 6:00 P.M.**
-

Motion: To Approve a proposed budget and capital program budget as amended to include live-streaming costs of \$18,370
Made By: At-Large Position 1 Rasco
Seconded By: Mayor Pro Tem, At-Large Position 5 Hammann
Vote: **Passed using a ROLL CALL VOTE;** with Mayor Kolupski and Councilmembers Rasco, Hefner, Hammann, Tollett, and Giangrosso voting in favor, and Councilmember Machol voting opposed.

- 4.4 Consider and take all appropriate action by a record vote on a proposed tax rate for the Fiscal Year 2024-2025 and on setting a Public Hearing for a Special City Council Meeting on September 27, 2024 at 6:00 P.M.**
-

Motion: To set a proposed maximum tax rate of \$.455156 cents per \$100 valuation to include an M&O rate of \$.351251 and I&S rate of \$.103905. I also move to set a Public Hearing date on September 24, 2024 to adopt the City's budget and tax rate.
Made By: Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By: At-Large Position 4 Giangrosso
Vote: **Passed by ROLL CALL VOTE** with Mayor Kolupski and Councilmembers Rasco, Hefner, Hammann, Tollett, Giangrosso, and Machol all voting in favor.

Motion: To Amend to include this year's proposed tax rate does not exceed the no-new revenue tax rate. A motion to adopt an ordinance, resolution, or order setting the tax rate does not require the language about "tax increase" as stated in 26.05 of Property Tax Code.
Made By: Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By: At-Large Position 6 Machol
Vote: **Passed by ROLL CALL VOTE** with Mayor Kolupski and Councilmembers Rasco, Hefner, Hammann, Tollett, Giangrosso, and Machol all voting in favor.

5. ADJOURN BUDGET SESSION AND ENTER INTO REGULAR SESSION

Mayor Kolupski adjourned the Budget Session and entered into Regular Session

6. CONSENT AGENDA

- 6.1 Approve the minutes of the August 20, 2024 City Council Meeting.
- 6.2 Consider and take all appropriate action on the second reading of Ordinance # 2024-15 a request to change the zoning classification of land located at 4017 Todville Road, Seabrook, TX 77586 from the current classification of R-1 “Single-Family Detached Residential District” to R-2 “Single-Family Detached Residential District (Small Lots)”.

Motion:	To Approve Consent Agenda
Made By:	At-Large Position 4 Giangrosso
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

7. OLD BUSINESS

- 7.1 Consider and take all appropriate action on the second reading of Ordinance # 2024-11 a request for approval of a Final Planned Unit Development (PUD), to create, “5815 Old Hwy 146 Monroe Quiet Warehousing Project”, comprising of two 23,980 square feet tilt wall constructed warehouses located on a 3.695-acre tract of land.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed with Mayor Kolupski and Councilmembers Hefner, Hammann, Tollett and Giangrosso voting in favor, and Councilmembers Rasco and Machol voting opposed.

8. NEW BUSINESS

- 8.1 Consider and take all appropriate action on the approval of an Interlocal Agreement between the City of Seabrook and Lakeview Police Department for the use of the Seabrook Jail Facility and telecommunication (9-1-1) operator services for an initial period of nine (9) months from January 1, 2025 to September 30, 2025, with one (1) year options to extend annually and authorize the City Manager to execute.
Police Chief Rolf Nelson presented the agreement.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed unanimously by all present

- 8.2 Consider and take all appropriate action on an updated interlocal cooperation contract with OmniBase Services of Texas, LP for a Failure to Appear Program.
Court Administrator Jessica Ancira presented the agreement update.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

8.3 Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and Hydradry Inc. for post-disaster restoration and recovery services.

Emergency Management Director Kevin Rodgers presented the contract extension.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

8.4 Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and First Onsite Restoration for post-disaster restoration and recovery services.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

9. DISCUSSION

9.1 Discussion regarding the Economic Development Corporation By-Laws as amended by Resolution 2011-14.

Councilmember Machol requested information regarding the Economic Development Corporation By-Laws. He stated he did not believe the bylaws were being met regarding Economic Development Corporation reports to Council. City Manager Cook stated she would have the Board get the reports to Council.

10. ROUTINE BUSINESS

10.1 City Manager report to City Council on various items that require no action, including Port Houston updates, Post Hurricane Beryl Recovery efforts, Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

City Manager Gayle Cook presented the following in her report:

Hurricane Beryl updates and total disaster costs at around \$660,000

Landscaping beginning on Hwy 146

Side walls on Hwy 146

TxDOT to clean up the rail tracks

Generators purchased with grants

Partnership grant for N. Meyer and plans had begun

She answered questions regarding the repair of the pier and stated the repair would be around \$2 million and grants would be needed.

She stated TxDOT had plans for the installation of the new boat ramp and it is in the design phase.

10.2 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next Regular Meeting would take place on September 17, 2024, and a Special Meeting would be held on September 24, 2024.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

Meeting was adjourned at 8:13 pm.

APPROVED:

Thomas G. Kolupski
Mayor

DATE:

ATTEST:

Rachel Lewis, TRMC
City Secretary



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: Finance

Presenter: Michael Gibbs, Director of Finance

Briefing Prepared By: Rebecca Howton

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a Bid Award for Request for Qualifications (RFQ) #2024-10 On-Call Professional Services and authorize the City Manager to execute 14 Professional Services Agreements (PSAs) to perform services on a task order basis for each of the following consultants, approved as to form by the City Attorney, to cover 13 disciplines of work, identified by disciplines, professional services and technical support services for Capital Improvement Projects (CIP) related services.

- | | |
|-------------------------------|--|
| 1. Terracon Consultants, Inc. | 8. Brown Reynolds Watford |
| 2. Ziegler Cooper Architects | 9. Kimley-Horn |
| 3. Asakura Robinson Company | 10. Associated Testing Laboratories |
| 4. Clark Condon | 11. TCH Inc |
| 5. Duplantis Design Group, PC | 12. UES Professional Solutions 44 |
| 6. Amtech Solutions, Inc | 13. Pinnacle Consulting Management Group |
| 7. Raba Kistner, Inc. | 14. CMT Technical Services |

Executive Summary / Background:

The city is required to select professional services, such as engineers and architects, based on their qualifications. To streamline this process, the city has proactively vetted qualified firms to ensure they are readily available when needed. For each project requiring specific professional services, the city will issue a task order and request a quote from the selected firms. This on-call system allows the city to expedite the preparation of bid documents for future projects, enhancing overall efficiency.

Recently, the city issued a Request for Qualifications (RFQ) for professional services. Of the 23 responses received, 13 firms have been selected for potential contracts, pending council approval.

The selected firms are as follows: Terracon Consultants, Inc.- Engineer/Architect, Ziegler Cooper Architects- Architect, Asakura Robinson Company- Landscape Architect/Comprehensive Planning, Clark Condon- Landscape Architect, Duplantis Design Group- Architect/Engineer, Amtech Soluitins Inc.- Structural Engineer, Raba Kistner Inc.- Geotechnical Engineer, Kimley-Horn & Associates- Cival Engineer, Associated Testing Laboratories- Geotechnical Engineer, THC Inc.- Real Estate Servcies, UES Professional Solutions 44- Enviromental Services, Pinnacle Consulting Management Group- Real Estate Services and CMT Technical Services- Testing & Investigative Services.

The selected on-call consultants would aid in the delivery of projects within the CIP but would also support the City staff with a variety of other professional consulting needs.

The on-call services are required to sometimes help balance in-house staff workloads and/or make use of specialized expertise when needed. These agreements will not change the normal qualifications based selection process, City Council approval of professional services agreements will continue with separate RFQs for more complicated or higher-cost consultant agreements.

The on-call program of pre-selection and authorization provides for a number of Professionals to be on board under the City approved formal agreements. This will provide significant time and dollar savings for both staff and consultants. Many of the municipalities across the state use this type of process for efficiently obtaining lower dollar amount professional service contracts. The proposed on-call professional services agreements attached to this agenda item utilize a “Task Order” system under each contract. Individual task orders would be prepared for specific projects, describing the scope of work, fee, and schedule for completion of the services required. Individual task orders are intended for routine work and smaller projects. Each task order would be subject to approval by the City Manager/Executive Director or designer if funds are available within their budgets. Individual task orders for professional services that exceed \$50,000 will require City Council approval task orders.

The consultants selected were screened primarily based on their qualifications in conjunction with upcoming CIP needs. A sample copy of the Professional Services Agreements is attached and the list of disciplines is given for the types of services.

Funding / Fiscal Information:

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.

Supporting Materials Attached:

1. RFQ 2024-10 On-Call Professional Services Evaluations
2. Bid Opening List of Submissions
3. On-Call Disciplines
4. Professional Services Agreement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

To approve the qualified firms for On-Call Professional Services.

2024-10 ON-CALL PROFESSIONAL SERVICES

GRADING/EVALUATION FORMS COMBINED, 8/28/24, Sheet 1

SELECTION COMMITTEE- GAYLE, KEVIN P, BRIAN, SEAN, REBECCA

* Represents Selected Firms

*TARRACON CONSULTANTS INC.	Overall Grade
Engineer/Architect	
Company Relevant Background Experience- 20PTS	18.60
Qualifications and Experience- 50 PTS	48.20
Proposed Personnel- 30PTS	28.20
TOTAL	95.60
ADDITIONAL NOTES	Exp w/Geotech & Materials Testing aspect
*ZIEGLER COOPER ARCHITECTS	Overall Grade
Architect	
Company Relevant Background Experience- 20PTS	18.40
Qualifications and Experience- 50 PTS	48.60
Proposed Personnel- 30PTS	28.40
TOTAL	95.40
ADDITIONAL NOTES	Public Safety Architecture
*ASAKURA ROBINSON COMPANY	Overall Grade
Landscape Architect/Comprehensive Planning	
Company Relevant Background Experience- 20PTS	19.20
Qualifications and Experience- 50 PTS	48.80
Proposed Personnel- 30PTS	29.20
TOTAL	97.20
ADDITIONAL NOTES	
*CLARK CONDON	Overall Grade
Landscape Architect	
Company Relevant Background Experience- 20PTS	19.60
Qualifications and Experience- 50 PTS	48.80
Proposed Personnel- 30PTS	29.20
TOTAL	97.60
ADDITIONAL NOTES	

2024-10 ON-CALL PROFESSIONAL SERVICES

GRADING/EVALUATION FORMS COMBINED, 8/28/24, Sheet 2

SELECTION COMMITTEE- GAYLE, KEVIN P, BRIAN, SEAN, REBECCA

* Represents Selected Firms

LDD BLUELINE, LLC	Overall Grade
Architect	
Company Relevant Background Experience- 20PTS	17.80
Qualifications and Experience- 50 PTS	47.60
Proposed Personnel- 30PTS	27.40
TOTAL	92.80
ADDITIONAL NOTES	
ENGLISH & ASSOCIATES	Overall Grade
Architect	
Company Relevant Background Experience- 20PTS	17.80
Qualifications and Experience- 50 PTS	47.00
Proposed Personnel- 30PTS	27.60
TOTAL	92.40
ADDITIONAL NOTES	
*BROWN REYNOLDS WATFORD	Overall Grade
Architect	
Company Relevant Background Experience- 20PTS	18.80
Qualifications and Experience- 50 PTS	48.60
Proposed Personnel- 30PTS	28.80
TOTAL	96.20
ADDITIONAL NOTES	
POWERS BROWN ARCHITECTURE	Overall Grade
Architect	
Company Relevant Background Experience- 20PTS	17.80
Qualifications and Experience- 50 PTS	47.40
Proposed Personnel- 30PTS	28.60
TOTAL	93.80
ADDITIONAL NOTES	

2024-10 ON-CALL PROFESSIONAL SERVICES

GRADING/EVALUATION FORMS COMBINED, 8/28/24, Sheet 3

SELECTION COMMITTEE- GAYLE, KEVIN P, BRIAN, SEAN, REBECCA

* Represents Selected Firms

*DUPLANTIS DESIGN GROUP PC	Overall Grade
Architect/Engineer	
Company Relevant Background Experience- 20PTS	17.60
Qualifications and Experience- 50 PTS	48.00
Proposed Personnel- 30PTS	28.20
TOTAL	93.80
ADDITIONAL NOTES	Bridge planning & design, Coastal
*AMTECH SOLUTIONS INC.	Overall Grade
Structural Engineer	
Company Relevant Background Experience- 20PTS	18.20
Qualifications and Experience- 50 PTS	47.00
Proposed Personnel- 30PTS	27.40
TOTAL	92.60
ADDITIONAL NOTES	Structural roof work history provided in RFQ
BAXTER & WOOD INC.	Overall Grade
Engineer	
Company Relevant Background Experience- 20PTS	17.40
Qualifications and Experience- 50 PTS	46.40
Proposed Personnel- 30PTS	25.60
TOTAL	89.40
ADDITIONAL NOTES	Transportation planning & Design, Comprehensive Planning: Many of employees listed are new
EARTH ENGINEERING INC.	Overall Grade
Geotechnical Engineer	
Company Relevant Background Experience- 20PTS	18.00
Qualifications and Experience- 50 PTS	47.80
Proposed Personnel- 30PTS	28.40
TOTAL	94.20
ADDITIONAL NOTES	Geo & Construction Testing

2024-10 ON-CALL PROFESSIONAL SERVICES

GRADING/EVALUATION FORMS COMBINED, 8/28/24, Sheet 4

SELECTION COMMITTEE- GAYLE, KEVIN P, BRIAN, SEAN, REBECCA

* Represents Selected Firms

*RABA KISTNER INC.	Overall Grade
Geotechnical Engineer, etc.	
Company Relevant Background Experience- 20PTS	19.00
Qualifications and Experience- 50 PTS	48.80
Proposed Personnel- 30PTS	29.40
TOTAL	97.20
ADDITIONAL NOTES	Primaryily Building
DAL-TECH ENGINEERING INC.	Overall Grade
Cival Engineer	
Company Relevant Background Experience- 20PTS	16.80
Qualifications and Experience- 50 PTS	47.60
Proposed Personnel- 30PTS	28.00
TOTAL	92.40
ADDITIONAL NOTES	Did not see socal work; most Texas work in Dallas area
*KIMLEY-HORN & ASSOCIATES	Overall Grade
Cival Engineer	
Company Relevant Background Experience- 20PTS	19.00
Qualifications and Experience- 50 PTS	48.60
Proposed Personnel- 30PTS	28.80
TOTAL	96.40
ADDITIONAL NOTES	Landscape, Parks
BNVA (BUREAU VERITAS)	Overall Grade
Plan Review, Code Compliance	
Company Relevant Background Experience- 20PTS	16.80
Qualifications and Experience- 50 PTS	44.40
Proposed Personnel- 30PTS	27.00
TOTAL	88.20
ADDITIONAL NOTES	Plan review services, project management, inspection services, cost estimating. Design and engineering is subcontracted out.

2024-10 ON-CALL PROFESSIONAL SERVICES

GRADING/EVALUATION FORMS COMBINED, 8/28/24, Sheet 5

SELECTION COMMITTEE- GAYLE, KEVIN P, BRIAN, SEAN, REBECCA

* Represents Selected Firms

*ASSOCIATED TESTING LABORATORIES	Overall Grade
Geotechnical Engineer	
Company Relevant Background Experience- 20PTS	19.00
Qualifications and Experience- 50 PTS	48.20
Proposed Personnel- 30PTS	29.20
TOTAL	96.40
ADDITIONAL NOTES	Primarily Road & Drainage Experience
CCS INTERNATIONAL INC.	Overall Grade
Construction Estimating/Constructionability	
Company Relevant Background Experience- 20PTS	18.20
Qualifications and Experience- 50 PTS	47.20
Proposed Personnel- 30PTS	28.60
TOTAL	94.00
ADDITIONAL NOTES	Cost Estimating
*THC INC.	Overall Grade
Real Estate Services	
Company Relevant Background Experience- 20PTS	17.80
Qualifications and Experience- 50 PTS	47.20
Proposed Personnel- 30PTS	27.20
TOTAL	92.20
ADDITIONAL NOTES	Austin based
*UES PROFESSIONAL SOLUTIONS 44	Overall Grade
Enviromental Services, etc.	
Company Relevant Background Experience- 20PTS	19.00
Qualifications and Experience- 50 PTS	47.60
Proposed Personnel- 30PTS	28.40
TOTAL	95.00
ADDITIONAL NOTES	Geo Testing

2024-10 ON-CALL PROFESSIONAL SERVICES

GRADING/EVALUATION FORMS COMBINED, 8/28/24, Sheet 6

SELECTION COMMITTEE- GAYLE, KEVIN P, BRIAN, SEAN, REBECCA

* Represents Selected Firms

GULF SHORES MAINTENANCE LLC.	Overall Grade
Maintenance/Janitorial	
Company Relevant Background Experience- 20PTS	16.20
Qualifications and Experience- 50 PTS	38.00
Proposed Personnel- 30PTS	13.00
TOTAL	67.20
ADDITIONAL NOTES	No references and no personnel listed
*PINNACLE CONSULTING MANAGEMENT GROUP	Overall Grade
Real Estate Services	
Company Relevant Background Experience- 20PTS	18.80
Qualifications and Experience- 50 PTS	48.20
Proposed Personnel- 30PTS	29.00
TOTAL	96.00
ADDITIONAL NOTES	Specilize in ROW acquisitions
*CMT TECHNICAL SERVICES	Overall Grade
Testing & Investigative Services	
Company Relevant Background Experience- 20PTS	18.80
Qualifications and Experience- 50 PTS	48.40
Proposed Personnel- 30PTS	29.00
TOTAL	96.20
ADDITIONAL NOTES	Geotech, Construction Testing, Pavement Design



BID OPENING
 500 2024-10
 On-Call Professional Services
 8/13/2024

Company Name	Professional Service
Tarracorn Consultants Inc.	Engineer / Architects
CCS International Inc.	Construction Estimating/Constructabil
Ziegler Cooper Architects	Architects
BVNA	Bridge Engineer etc.
Amtech Solutions Inc.	Structural Engineer
Baxter & Woodman Inc.	Engineer
Earth Engineering Inc.	Geotechnical Engineer
The Inc.	Real Estate Svcs.
Asakura Robinson Company LLC	Landscape Architect, Comprehensive Planning.
Raba Kistner Inc.	Geotechnical Engineer etc.
Clark Condon	Landscape Architect
UES Professional Solutions 44	Environmental Svcs. etc.
LDD Blueline, LLC	Architects
English & Associates Architects	Architects
Dal-Tech Engineering Inc.	Civil Engineer
Brown Reynolds Watford Architects	Architects
Gulf Shores Maintenance LLC	Maintenance/Janitorial
Pinnacle Consulting Management Group	Real Estate Svcs.
Powers Brown Architecture	Architects
Kimley-Horn & Associates Inc.	Civil Engineer



BID OPENING
SOQ RFQ 2024-10
On-Call Professional Services
8/13/2024

Company Name	Professional Service
Duplantis Design Group, PC	Engineer / Architects
CMT Technical Services	Testing & Investigative Svcs.
Associated Testing Laboratories	Geotechnical Engineers

Categories for Master Professional Service Agreement

- Accessibility – Registered Specialist
 - Consulting Services
 - ADA Transition Plan
 - Plan Review and Inspection Services
 - Education and Training
- Bridge
 - Design and Planning
 - Plan Review and Inspections
- Construction Estimating and Constructability
 - Cost Estimating Services
 - Constructability Review
 - Value Engineering Analysis
- Economic Impact
 - Economic Impact Assessments
 - Financial Feasibility Studies
 - Market Consulting
- Environmental Services
 - Due Diligence
 - Clearance and Compliance Management
 - Remediation
 - Permitting and Planning
 - Archaeology and Cultural Resources
- Land Surveying and Plat Preparation
 - Boundary
 - Preparing all right-of-way and easement parcel maps and metes and bound descriptions for acquisition
 - Survey
 - Topographical Survey
 - Metes and Bounds
- Municipal Facility Planning and Construction
- Mechanical, Electrical, and Plumbing Engineering
 - Study, Assessments, and Analysis
 - Heating and Cooling Systems
 - Electrical and Lighting Design
 - Plumbing Systems
 - Plan Review – Engineering
 - Public Improvements
 - Drainage Studies
 - Floodplain Permitting
 - Traffic Impact Analysis
- Real Estate Appraising
- Structural Engineering
 - Design and Planning
 - Plan Review and Inspections
- Testing and Investigation Services
 - Geotechnical Engineering and Investigation
 - Material Testing Services
 - Pavement Design
 - Boring
 - Geotechnical Report
 - Construction Testing (concrete, subgrade, asphalt, etc.)
- **Other Specialized Services**
 - Consulting and/or Administration for Local Government TxDOT Related Projects
 - Real Estate Services

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this ____th day of ____, 2024, by and between the City of Seabrook, hereinafter referred to as the "CLIENT", having offices at 1700 1st Street, Seabrook, Texas 77586, and _____, hereinafter referred to as the "CONSULTANT", a company formed under the laws of the State of Texas and having offices at _____.

WHEREAS, the CLIENT desires to contract with the CONSULTANT from time to time to provide services; and

WHEREAS, the CONSULTANT is willing to provide such services on a nonexclusive basis; and

WHEREAS this Agreement does not obligate CLIENT to order work from CONSULTANT, nor does it obligate CONSULTANT to accept orders for work, but it shall control and govern all work accepted by CONSULTANT under written Task Orders and shall define the rights, obligations, and liabilities of CLIENT and CONSULTANT during the term hereof with respect to the matters covered herein; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1 – TASK ORDERS

1.1 CLIENT may, from time to time, request CONSULTANT to perform services (Work) hereunder by issuing CONSULTANT a written Task Order, which shall set forth a Scope of Work including:

- a) The location or boundaries of the Work Site;
- b) The Work required to be performed, including any engineering, right of way acquisition, drawings, plans, budgets, surveys, bid documents, studies and/or assessments applicable to such Work;
- c) The time limits within which such Work must be completed to CLIENT'S satisfaction;
- d) The CLIENT'S office to which CONSULTANT is to render its invoice; and
- e) Any other requirements applicable to such Work not inconsistent with the other terms and conditions of this Agreement.

Written Task Orders shall be substantially in the form of "Attachment A", attached hereto.

1.2 The CONSULTANT shall review the Task Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Task Order for CLIENT'S authorization.

1.3 CLIENT may also issue oral Task Orders to which CONSULTANT will respond with a written proposal.

1.4 Upon receipt of CLIENT'S written acceptance, the CONSULTANT shall commence the Work as detailed on the Task Order. Electronic communication (email, etc.) of Task Orders will be accepted in certain situations to expedite the commencement of Work.

1.5 In the event of conflict between the requirement of a Task Order and this Agreement, the Agreement will, in all cases, take precedence, unless a variance is specifically noted and agreed to by both parties.

ARTICLE 2 – COMPENSATION

- 2.1 CONSULTANT will bill for its services as defined on the specific task order. Acceptable contracting methods include lump sum, cost plus, time and materials or other mutually agreeable method. Rates for CONSULTANT's personnel shall be based on Attachment B. The CONSULTANT'S pricing, unless otherwise stated, shall not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments, which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
- 2.2 CONSULTANT will submit monthly invoices for Services rendered. Payment terms are net thirty (30) days from date of invoice. If CLIENT objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute within thirty (30) days from the date of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice.
- 2.3 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, other than those amounts being disputed by CLIENT as provided in Section 2.2 above, then the amount due CONSULTANT will increase at the rate of 1.5% per month after the 30th day. In addition, CONSULTANT may, after giving seven (7) calendar days' written notice to CLIENT, suspend its Services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that payment in full is not received, CONSULTANT reserves the right to have collection handled by CONSULTANT'S attorneys and any and all costs of collection, including reasonable attorney's fees, shall be paid by CLIENT.

ARTICLE 3 – CLIENT'S RESPONSIBILITIES

- 3.1 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information available to CLIENT necessary for performance of the work and authorize CONSULTANT to obtain additional data as required. CONSULTANT will be entitled to use and rely upon all such information and services.
- 3.2 Where necessary to the performance of the work, CLIENT shall arrange for CONSULTANT access to any site or property.
- 3.3 In the event of scheduled, prearranged or mandated events, meetings, access to sites, delivery of documentation or other obligations, the responsibility of which the CLIENT has agreed to and upon which the CONSULTANT relied, and which events, meetings, entrees to sites, delivery of documentation or other obligations could not or did not take place, or were required to be rescheduled because of the failure of the CLIENT in the discharge of the CLIENT'S obligations, all costs associated with that rescheduling shall be borne by the CLIENT.
- 3.4 If the work involves excavations or drilling, it is the responsibility of the CLIENT to provide the CONSULTANT with assistance in locating underground structures or utilities in the vicinity of any exploration or investigations; provided, however, that in no event shall CLIENT be liable for any damage caused by CONSULTANT's failure to properly locate such underground structures or utilities.
- 3.5 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Work or within any structure thereon, certain sampling materials, such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, unless otherwise expressly provided in a Task Order, when sampling is included in the scope of services and when determined by CONSULTANT in its sole and exclusive judgment to be necessary based on CONSULTANT'S assessment of the degree of contamination, hazard, and risk, CONSULTANT will promptly inform CLIENT that containerization and labeling will be performed; will appropriately contain and label such materials; and will remove, transport and dispose of such material in accordance with all applicable laws.

ARTICLE 4 – PERFORMANCE OF SERVICE AND EXTENSION OF AGREEMENT

- 4.1 CONSULTANT shall perform the services at times and at locations as CLIENT may request. CONSULTANT represents that such services will be performed in a professional, timely, efficient and competent manner and in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. The CONSULTANT makes no other warranty, expressed or implied. CONSULTANT shall comply with all laws, rules, regulations and requirements of CLIENT and any applicable governmental authorities in connection with the performance of the services. In addition, CONSULTANT shall, at its own expense, obtain and maintain during the Term all necessary licenses, permits, approvals and other authorizations required in connection with performance of the services.
- 4.2 This Agreement shall commence on the date set forth above and shall automatically renew for subsequent one-year terms, unless otherwise terminated in accordance with the provisions of this Agreement. Any established rate schedules shall be subject to annual adjustments.
- 4.3 The dates of performance shall be interpreted as a material consideration in the Agreement.
- 4.4 The schedule and compensation may be influenced by the availability of information, public and regulatory agency concerns, weather, and numerous other factors that may not be foreseen during initial project planning. The CLIENT and CONSULTANT will negotiate in good faith and mutually agree on proposed schedule and costs changes as they occur, as appropriate.
- 4.5 Services additional to those set forth in the Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.
- 4.6 If any time period within or date by which any of CONSULTANT'S services are to be performed is exceeded for reasons outside of CONSULTANT'S reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5 – CONFIDENTIALITY

- 5.1 The CONSULTANT and the CLIENT (including the employees, officers, agents, and directors of the respective parties) shall treat as confidential and proprietary, and will not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work under this Agreement, any information whether verbal or written of any description whatsoever, (including any technical information, experience, or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, or operations, which may come within the knowledge of the parties in the performance of this Agreement, without in each instance securing the prior written consent of the other party. Nothing contained within this Article shall prevent either party from disclosing to others, or using in any manner, information which has been published and has become part of the public domain other than by acts, omissions, or fault of either party; has been furnished or made known to either party by third parties directly or indirectly; or was developed independently by either party.
- 5.2 In the event that either party shall be required by law, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of the notice, the party whose information may be disclosed shall have the right to interpose all objections to the disclosure.

ARTICLE 6 – STANDARD OF CARE

- 6.1 In performing services, CONSULTANT agrees to exercise professional judgment, made on the basis of

the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.

6.2 CONSULTANT makes no other warranty, expressed or implied.

ARTICLE 7 – INSURANCE

CONSULTANT, at its own expense and at all times during the Term, will maintain (i) commercial general liability insurance applicable to CONSULTANT's operations related to this Agreement, including coverage for the contractual indemnification provided by CONSULTANT, providing on an occurrence basis a minimum combined single limit of \$500,000.00 with a general aggregate limit of \$1,000,000.00, and (ii) business automobile liability insurance providing on an occurrence basis a minimum combined single limit of \$500,000.00. Such insurance shall name CLIENT and its affiliates and subsidiaries as additional insureds. CONSULTANT further will maintain such insurance as will fully protect CONSULTANT and CLIENT from any and all claims by employees of CONSULTANT under the workers' compensation act or employers' liability laws, including any employers' disability insurance laws, and from any and all other claims of whatsoever kind or nature for any and all damage to property or for personal injury, including death to anyone whomsoever, that may arise from operations by CONSULTANT or by anyone directly or indirectly engaged or employed by CONSULTANT. All policies of insurance shall be primary and non-contributory with any other coverage elsewhere afforded or available to CLIENT, as well as provide primary coverage for all losses and damages caused by the perils covered thereby. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to CLIENT. CONSULTANT will deliver to CLIENT satisfactory evidence of all such insurance upon the execution of this Agreement and at least ten (10) days prior to the expiration of any policy term. The form, content and insurers for each policy shall be subject to the satisfaction of CLIENT. If CONSULTANT fails for any reason other than the fault of CLIENT to provide all of the insurance required by this Section 7, CLIENT shall be entitled (but have no obligation), in addition to all other remedies available to CLIENT as a result of such default, to purchase such insurance not provided by CONSULTANT and collect from CONSULTANT (or retain from sums otherwise owing to CONSULTANT) an amount equal to the premiums paid by CLIENT, plus a late charge equal to 10% per annum on the amount of such premiums, calculated from the date such insurance was due until CONSULTANT pays the amount of such premiums plus late charge to CLIENT.

ARTICLE 8 – INDEMNITY

8.1 To the fullest extent permitted by law, the CONSULTANT hereby agrees as follows:

- a) with regard to the professional services performed and to be performed hereunder by or through the CONSULTANT, CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by CONSULTANT's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of CONSULTANT. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of CLIENT or their agents, or other independent contractors, or other consultants of CLIENT, or others who are directly responsible to CLIENT, or for defects in design or construction furnished by those persons and/or entities; and
- b) with regard to any acts or omissions of the CONSULTANT in connection with this Agreement which do not comprise professional services, the CONSULTANT further agrees to indemnify, defend and hold harmless CLIENT from and against any and all claims, demand actions,

causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the CONSULTANT, its consultants or subconsultants or anyone for whom the CONSULTANT is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the CONSULTANT (which is covered by Section "8.1a" above).

- 8.2 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

ARTICLE 9 – ALLOCATION OF RISK

- 9.1 In no event, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall CONSULTANT, its employees, subcontractors or suppliers be liable for loss of profits or revenue; loss of use of any equipment or facilities; cost of capital; cost of purchased power; cost of substitute equipment, facilities or services; downtime costs; any special consequential, incidental or exemplary damages; or claims of customers of CLIENT.

ARTICLE 10 – OWNERSHIP OF DOCUMENTS

- 10.1 The CONSULTANT agrees that the CLIENT shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by the CONSULTANT pursuant to this Agreement. The CLIENT shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the CLIENT had prepared or acquired the same. The CLIENT agrees that all reports and other work the CONSULTANT provides, which are not paid for, will be returned or destroyed by CLIENT upon demand and will not be used for any purpose whatsoever other than those purposes contemplated in this Agreement and any Task Order. CONSULTANT hereby assigns and agrees to assign to CLIENT all rights to inventions, trade secrets, copyrights and technical data developed, conceived or reduced to practice by CONSULTANT, alone or jointly with others, which directly result from services performed under this Agreement, including all documents, plans proposals, reports, programs, screens, forms, scripts, procedures, functions, analysis, data, ideas, specifications, descriptions, notes, and designs prepared or furnished by CONSULTANT, CLIENT or any other party in connection with the consulting assignment of the CONSULTANT pursuant to this Agreement. Such obligation to assign shall be effective during the Term and for one year thereafter, except such items that CONSULTANT can prove were conceived by CONSULTANT after the termination of this Agreement and not under circumstances contrary to any provision of this Agreement. CONSULTANT shall provide detailed written descriptions of any inventions, trade secrets, copyrights and technical data to be assigned as requested by CLIENT, and shall cooperate with CLIENT as needed in order to protect and enforce proprietary rights of CLIENT.
- 10.2 Any report prepared as part of the work will be prepared solely for use of the CLIENT. Other third parties are not to rely on the report unless both CONSULTANT and CLIENT consent in writing to such reliance. CONSULTANT may assess a charge in connection with documenting such consent.
- 10.3 CONSULTANT will prepare and perform the work according to the scope and purposes of this Agreement and Task Orders. To the extent that the work product is utilized in any manner outside the scope and purposes of this contract, CONSULTANT reserves the right to notify directly any third-party recipient of the limitations of the work product due to the scope and purposes of the contract under which it was prepared.

ARTICLE 11 – INDEPENDENT CONTRACTOR; AUTHORITY

11.1 This Agreement does not, and shall not be construed to, make CONSULTANT the agent or legal representative of CLIENT. CONSULTANT does not have, and shall disclaim, any right, power or authority to assume or create any obligations for, on behalf of, or in the name of CLIENT or to deal with CLIENT's property. CONSULTANT shall not incur or contract, or purport to incur or contract, any debt or obligation on behalf of CLIENT, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of CLIENT or be detrimental to CLIENT's good name and reputation. CONSULTANT shall not have any authority over any employee or officer of CLIENT, nor shall CLIENT be required in any manner to implement any plans or suggestions CONSULTANT may provide.

ARTICLE 12 – COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

12.1 The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 13 – SAFETY

13.1 The CLIENT shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CLIENT, as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

ARTICLE 14 – LITIGATION

14.1 At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CLIENT prior to providing testimony or producing documents or other evidence and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and expense in connection with such testimony or document and other evidentiary production. In the event the support services of CONSULTANT are required in connection with litigation instituted by or against the CLIENT, CLIENT agrees to obtain from CLIENT'S counsel, a fully executed Agreement for Expert Service.

ARTICLE 15 – NOTICE

15.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party that is shown on page 1 of this Agreement or to such other address as such party may designate.

ARTICLE 16 – TERMINATION

16.1 CLIENT reserves the right to delay the commencement of or suspend CONSULTANT's performance of any or all of the Work. The performance of Work under any individual Task Order may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior, written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by

CLIENT prior to the completion of services contemplated under any Task Order, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancelable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension. Additionally, and not withstanding anything in this Agreement to the contrary, CLIENT shall at all times have the right to terminate this Agreement by providing thirty (30) days prior written notice of such termination to CONSULTANT.

ARTICLE 17 – SEVERABILITY

17.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 18 – WAIVER

18.1 Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 19 – GOVERNING LAW; JURISDICTION

19.1 This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws principles of any jurisdiction. If any permitted suit, action or proceeding is brought in connection with this Agreement, exclusive venue for such suit, action or proceeding shall be in the courts in Harris County, Texas, and each party submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding.

19.2 In the event that either party must resort to legal action to enforce any provision of this Agreement, the non-prevailing party agrees to pay attorney fees and other costs resulting from such action.

19.3 CLIENT and CONSULTANT hereby irrevocably and unconditionally waive all right to trial by jury in any action, suit, proceeding, or counterclaim that relates to or arises out of this agreement.

ARTICLE 20 – ASSIGNMENTS AND DELEGATION; NO SUBCONTRACTORS

20.1 This Agreement may not be assigned or transferred by CONSULTANT, in whole or in part, nor may CONSULTANT delegate its duties under this Agreement, in whole or in part, in any of the foregoing circumstances without the prior written consent of CLIENT, and any assignment or delegation in violation of this Section shall be void. CLIENT shall have the right to assign this Agreement and any of its rights hereunder to any affiliate of CLIENT or as a part of a sale or transfer of the stock, assets or business of CLIENT or any substantial portion thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. CONSULTANT shall not engage any third parties or independent contractors to perform the services under this Agreement without the express written consent of CLIENT.

ARTICLE 21 – CAPTIONS

21.1 The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 22 – SPECIAL PROVISIONS

- 22.1 Prohibition on Contracts with Certain Companies. Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller. By entering into this contract, the Consultant agrees that they do not currently, and will not for the term of the agreement, engage in business with Iran, Sudan or known foreign terrorist organizations.
- 22.2 Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By signing this agreement, Consultant agrees that they do not currently and will not for the term of the Agreement, boycott Israel.
- 22.3 “Federal Contract Provisions and Certifications: 2 CFR PART 200” follows as Attachment C and is hereby incorporated in this Agreement by this reference.

ARTICLE 23 – ENTIRE AGREEMENT

- 23.1 This Agreement, and the Task Orders, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:

By:

Printed Name:

Title:

Date:

CLIENT:

CITY OF SEABROOK

By: _

Printed Name: _

Title: _

Date: _

ATTACHMENT A

TASK ORDER NO. _____

Pursuant and subject to the above captioned MSA dated between City of Seabrook (CLIENT) and _____ (CONSULTANT). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: _
Scope of Work to Be Performed: _
Drawings, plans, specifications (are) (are not) attached: _
Date and Time to Commence: _
Date and Time to Complete: _
Invoice Mailing Instructions: _
Other Requirements or Variance from PSA (if any): _

CONSULTANT PROVIDED INFORMATION:

Compensation: _
Billing Terms: _

Scope of Work:

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT:

_____.

By:

Printed Name:

Title:

Date:

CLIENT:

CITY OF SEABROOK

By: _

Printed Name: _

Title: _

Date: _

ATTACHMENT B

COMPENSATION

Unless provided otherwise below, the compensation to be paid to the CONSULTANT for providing the requested services shall be based on direct personnel expense times, plus reimbursable direct expenses as defined in the Agreement. Further clarifications on hour charges:

- Services will be charged according to those personnel directly involved in providing the service.

Direct personnel expense means salaries and wages paid to the CONSULTANT'S employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto.

Lump sum fees will be negotiated for particular assignments at the request of the Client. When an occasion arises which the Client desires to be covered by a lump sum fee, the CONSULTANT will negotiate an acceptable fee with the Client and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Identified fee accounts can be established for either not to exceed or lump sum fees for tasks which the Client wishes to track costs separately. The Client shall make a request to the CONSULTANT'S project manager prior to the start of any such task for this separate accounting. No contract addendum is necessary to establish a separate task billing.

ATTACHMENT C

SPECIAL ADDENDUM

Federal Contract Provisions and Certifications

2 CFR PART 200

Appendix II

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"), and other related requirements premised upon individual funding criteria. All Vendors submitting proposals must complete this Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds.

For each of the items below, Vendor/Contractor ("Vendor") should certify Vendor's/Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the City of Seabrook, Texas, will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the City of Seabrook to purchase from the Vendor or enter into a contract with Contractor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? YES

Initial of Authorized Company Official

2. Termination for Cause and Convenience:

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1. Termination for Cause: Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) calendar days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- (1) If the Vendor/Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
- (2) If a receiver trustee or liquidator of any of the property or income of the Vendor/Contractor shall be appointed; or
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

- (4) If the Vendor/Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or
- (5) If the Vendor/Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

2. **Termination for Convenience:** The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Vendor/Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

In the event of termination for convenience, the Vendor/Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Vendor/Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

Does Vendor agree? YES _____ Initial of Authorized Company Official

3. **Equal Employment Opportunity:**

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

- (1) The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Vendor/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Vendor/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Vendor/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the Vendor/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Vendor/Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Does Vendor agree? YES _____ Initial of Authorized Company Official

4. Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary

to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Does Vendor agree? YES _____ Initial of Authorized Company Official

5. Clean Air and Water Act and Federal Water Pollution Control Act:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Does Vendor agree? YES _____ Initial of Authorized Company Official

6. Debarment and Suspension:

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt.

180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Does Vendor agree? YES

Initial of Authorized Company Official

7. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Does Vendor agree? YES

Initial of Authorized Company Official

8. Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 11. Meeting contract performance requirements; or
 111. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA designate items, is available at the EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Does vendor agree? YES

Initial of Authorized Company Official

9. Additional FEMA Requirements

- a) Changes- To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

Does Vendor agree? YES

Initial of Authorized Company Official

b) Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Does Vendor agree? YES

Initial of Authorized Company Official

c) DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

Does Vendor agree? YES

Initial of Authorized Company Official

d) Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Vendor agree? YES

Initial of Authorized Company Official

e) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Vendor agree? YES

Initial of Authorized Company Official

f) Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

Does Vendor agree? YES

Initial of Authorized Company Official

Proposer's signature below affirms that they are authorized to answer the questions in this section entitled, "**Required Federal contract provisions of Federal Regulations for contracts for contracts with the City of Seabrook, Texas**" for the proposing company.

Company Name: _____

Print name of authorized representative: _____

Signature of authorized representative: _____

Date: _____



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: Public Works

Presenter: Brian Craig, City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval of coop TIPS contract #210 702 02 to construct the renovation of the Friendship Park restrooms in the amount of \$58,457.11 as part of the American Rescue Plan Act (ARPA) funds allocations and authorize the City Manager to execute all associated documents and amend the FY 2024 CIP to reflect this project.

Executive Summary / Background:

ARPA (American Rescue Program Allocation) funds remain and quality of life projects are viable to use the funds on. This is one of the projects brought to the Council's attention for funding. City staff received coop proposal for \$58,457.11 for the work.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Friendship Park Restroom Council package

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Recommend approval of the proposal





PROPERLY WASH YOUR HANDS

1. **WET** your hands with clean, running water (warm or cold), turn off the tap, and scrub to soap.

2. **FOAM** your hands. Rub your hands together with the soap. Be sure to lather the backs of your hands, between your fingers, and under your nails.

3. **SCOUR** your hands. Rub your hands together with the soap. Be sure to lather the backs of your hands, between your fingers, and under your nails.

4. **RINSE** your hands. Turn the tap and let the water run over your hands. Turn off the tap. Shake off the water.

5. **DRY** your hands. Use a clean towel or air dryer.

BE SURE TO WASH THESE AREAS

Diagram showing the areas to be washed: palms, backs of hands, between fingers, under nails, and wrists.







& ASSOCIATES LP

Buda, Texas

78610

PROPOSAL #: 09032024-102-KU

TIPS CONTRACT #210 702 02

REV: September 10, 2024

Ship To: Friendship Park, 1500 Red Bluff Rd, Seabrook

Friendship Park

Restroom Reno

T.F. HARPER & ASSOCIATES IS A CERTIFIED HUB BUSINESS. WOMEN OWNED CERT# 1830413712000

Per Drawings and Specs provided by City and during site visit and email date 9/10/2024

TASKS	DESCRIPTION OF CONSTRUCTION	TOTAL COST
1	Plumbing: Remove existing and provide & install 3 toilets; 1 urinal, 2 sinks; 2-level drinking fountain with bottle filler, filter and cane guards and appropriate fixtures.	\$23,942.34
2	Interior: Remove masonry divider walls; repair maonry, seal & paint masonry. Prepare for and install partitions; Install door framing and doors at both entrances with key pads & magnetic locks. Replace and replace 4 light fixtures along with electrical conduit, wiring and mounting as needed for project.	\$34,514.77
	SUBTOTAL	\$58,457.11
	<i>Bond Cost if Required, please add this to TOTAL</i>	\$2,046.00
	TOTAL	\$58,457.11

If you are not a member of TIPS, please visit www.tips-usa.com to register.

PROPOSAL IS VALID FOR 30 DAYS FROM DATE OF PROPOSAL OR FROM DATE OF LAST REVISION

NOT INCLUDED IN TOTAL: Sales Tax, Permit Fees, Bond Cost

Payment Terms: 100% due upon delivery & receipt of invoice (progress payment acceptable).

Current material and installation lead time for this project is 6-8 weeks. Schedules are subject to change

Accepted by:

Date: _____ **P.O. # (if applicable):** _____

PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP

Thank you for giving us the opportunity to present this Proposal.

Kerry Urbanowicz - VP of Construction

Commercial Play and Recreational Equipment

www.tfharper.com - 800.976-0107 - local: 512.440.0707 - fax: 512.440.0736



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: Public Works

Presenter: Brian Craig, City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area:

General Information:

Consider and take appropriate action based on City Council direction to City Staff regarding the engineered approach to the Carothers Coastal Gardens Grading and Drainage Project. Two individual presentations will be provided: (1) by the City Staff and (2) by the Open Space and Trails Committee.

Executive Summary / Background:

History:

- 9/5/2023 Regular City Council Meeting: Bid Award and contract execution with D Wagner Construction approved.
- 9/14/2023 Special Seabrook City Council and Joint Meeting with Open Space and Trails Committee: Bid was rescinded and the contract with D Wagner Construction for the project terminated.
- 2/13/2024 Joint Open Space and Trails and City Council Meeting: After discussion, it was determined that Norex would attend an OST meeting to go over plan possibilities and committed would come to an agreement about what they would like to recommend to Council.
- 3/7/2024 Open Space and Trails Meeting: OST discussed changes they wanted Norex to make to the plan and upon completion of these changes, they are to be retried to OST for review and approval before submitting to Council.
- 5/2/2024 Open Space and Trails Meeting: Norex presented updates to the plans for the grading and drainage scope. The committee discussed proposed changes to the plans and voted in favor of Norex updating the plans with changes.
- 6/6/2024 Open Space and Trails Meeting: Norex presented plan revisions and committee voted to approve the plans. Norex and staff were to work on putting the bid tab together and develop the RFP for bidding.
- 9/9/2024 Regular City Council Meeting: Staff is bringing the plans and draft RFP to

City Council for review, discussion and approval. If approved, staff will put the project out for bid. Staff sent the draft RFP to OST members for review and comment on 8/22/2024 with a comment deadline of 8/29/2024.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Engineering Exhibit - Carothers East Tract
2. Carothers Grading and Drainage RFP

Prior Action / Review by Council, Boards, Commissions:

Please see Executive Summary/Background.

Staff Recommendation:

Recommend to direct staff to proceed with bid process.

NOREX
ENGINEERING, INC.

1220 East Main Street
League City, Texas 77573-4157
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Norex@NorexINC.com

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City of Seabrook	
PROJECT NAME	
Proposed Park and Trails	
STREET ADDRESS	
Carothers Property (Pine Gully Rd)	
CITY, STATE, ZIP	
Seabrook, TX 77586	
DESIGN BY	REVIEWED BY
AJM	WAS
DATE	
04/24/23	

REVISION LIST

1) 04/25/24

2) ##

3) $\# \#$

4) ##

5) ##

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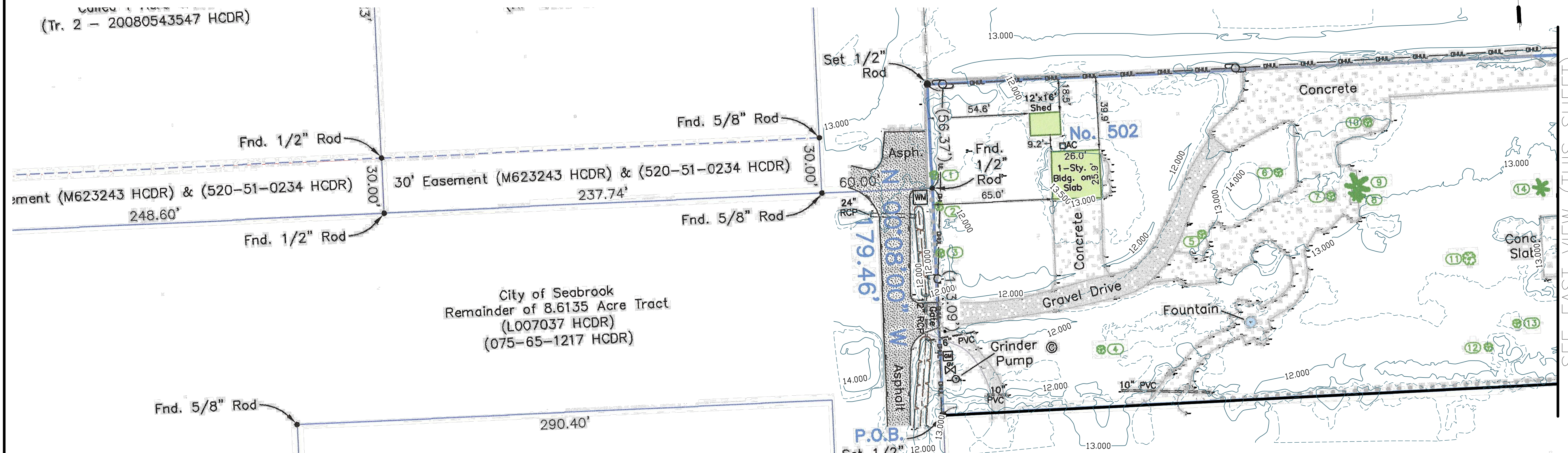
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SHEET NAME

EXISTING PROPERTY

SHEET NUMBER

DR-1.1



SEE WEST VIEW (THIS SHEET)

N 89°52'00" E 1,337.22'

Gravel Drive (1,070.87' Rod to Rod)

Foot Bridge

4.578 Acre Portion of 8.6135 Acre Tract (L007037 HCDR) (075-65-1217 HCDR)

Demolished Tennis Court

Conc. Slab

Dirt Pad

Set 1/2" Rod (Point on Line)

S 89°36'00" W 1,035.43'

Set 1/2" Rod (Point on Line)

ZONE "AE" BFE 13'

ZONE "AE" BFE 15'

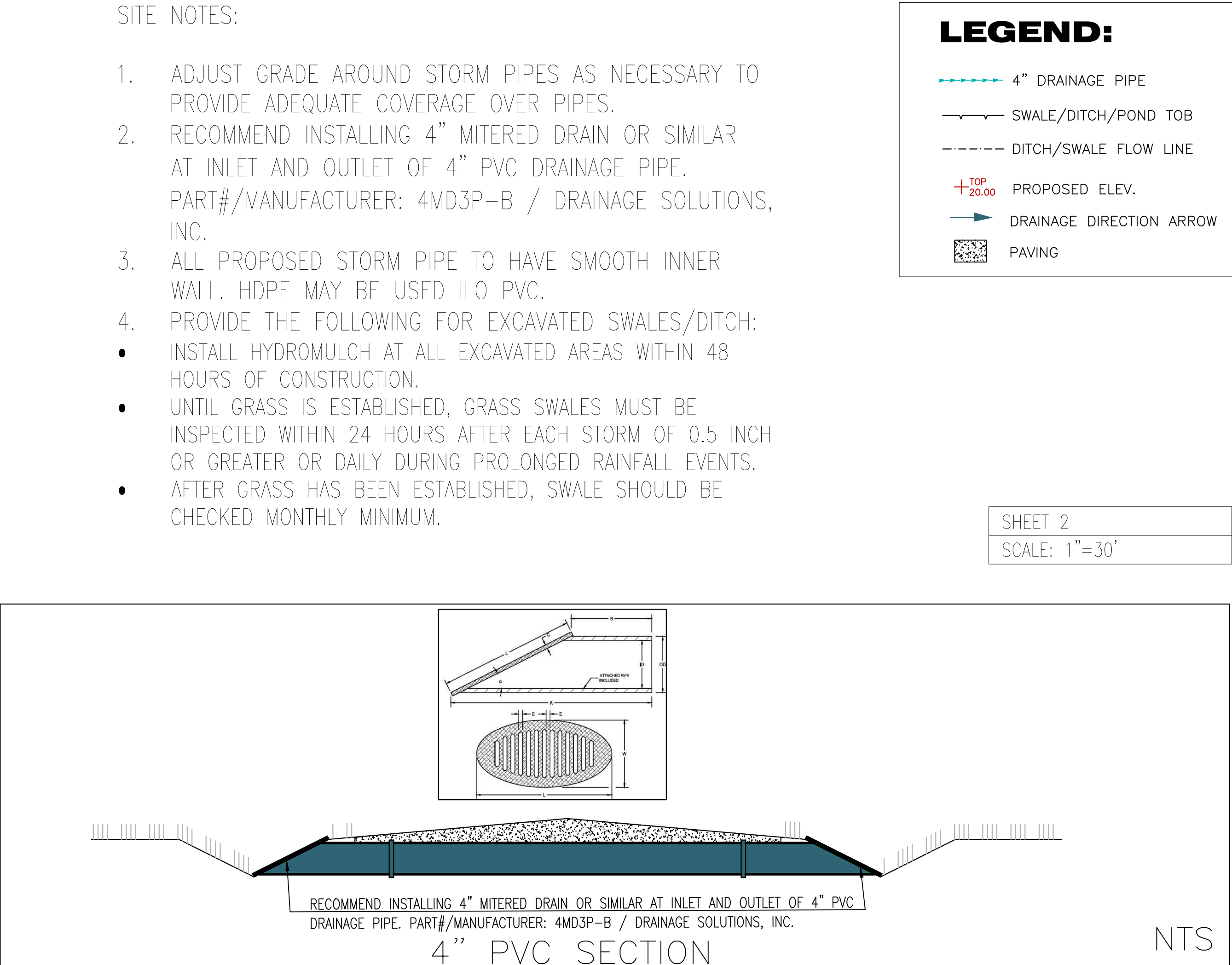
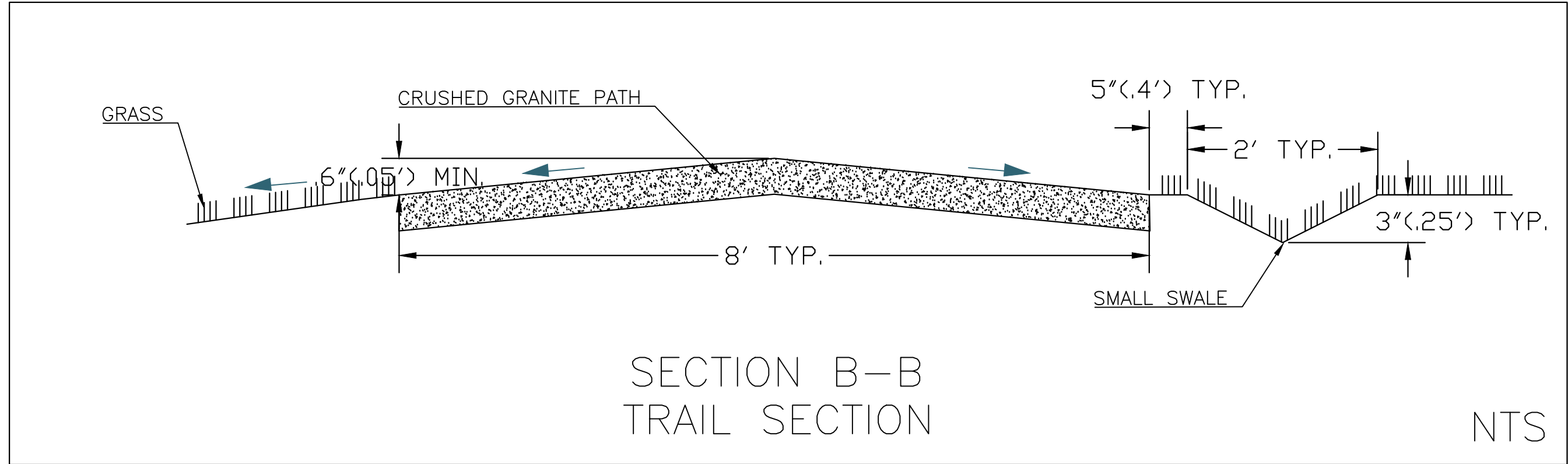
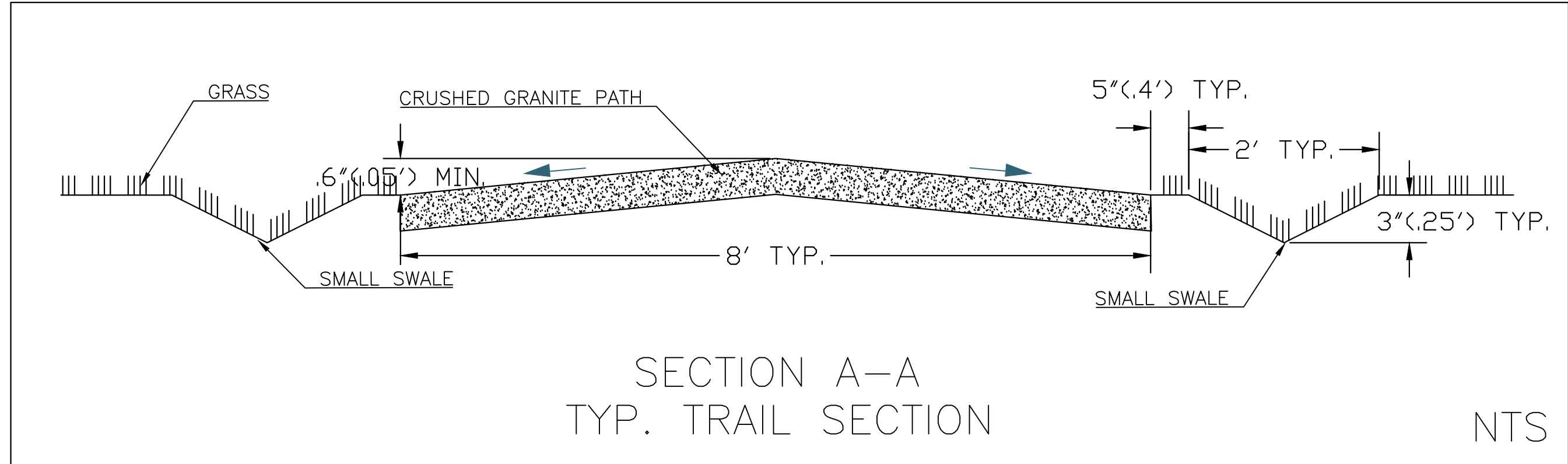
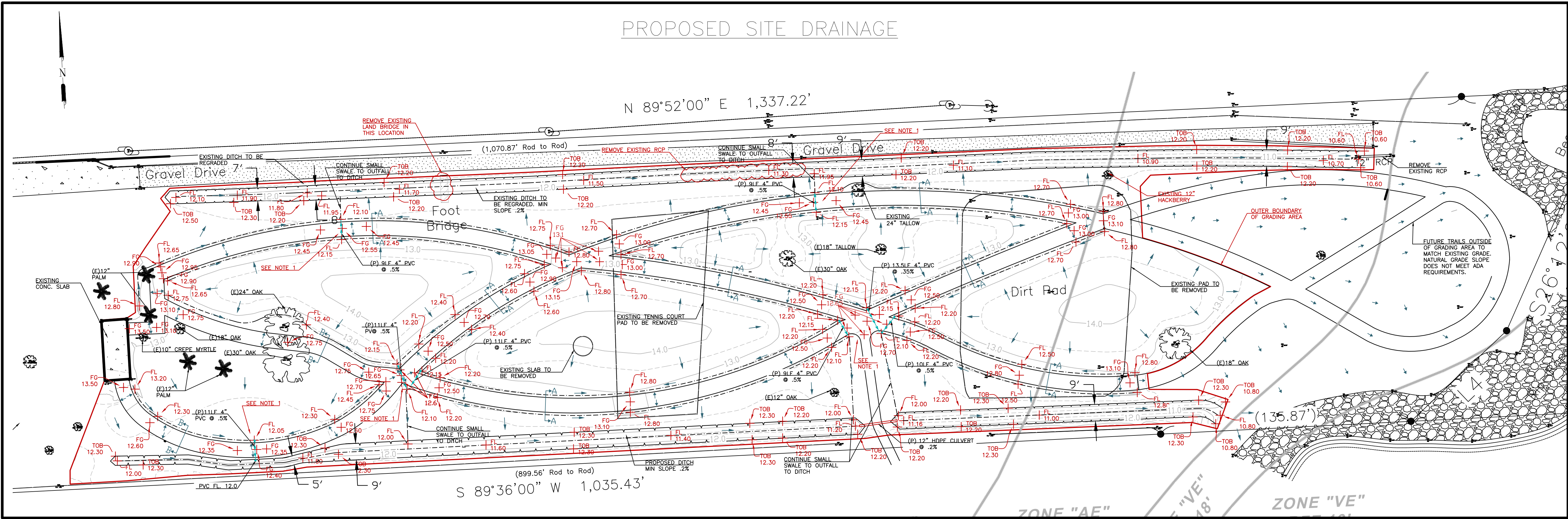
ZONE "VE" BFE 18'

ZONE "VE" BFE 19'

SHEET 1
SCALE: 1"=30'

SHEET 1

SCALE: 1"=30'



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City of Seabrook
PROJECT NAME
Proposed Park and Trails
STREET ADDRESS
Carothers Property(Pine Gully Rd)
CITY, STATE, ZIP
Seabrook, TX 77586
DESIGN BY
AJM
REVIEWED BY
WAS/SMH
DATE
04/24/23

REVISION LIST

1)	04/25/24
2)	06/06/24
3)	##
4)	##
5)	##

ENGINEER'S SEAL

NOREX ENGINEERING, INC.
STATE OF TEXAS
MICHAEL T. SCANLON
72092
LICENSED PROFESSIONAL ENGINEER
FIRM REGISTRATION # 4003

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SHEET NAME
PROPOSED PARK
SHEET NUMBER
DR-1.2

FLOOD ZONE INFORMATION

THIS LOT LIES IN ZONE AE AND VE. SPECIAL FLOOD HAZARD AREAS.

FLOOD ZONE AND ELEVATION DETERMINED BY GRAPHIC PLOTTING ONLY. FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION TO THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

GENERAL NOTES:

1. USE CAUTION WORKING AROUND EXISTING TREES TO REMAIN. DO NOT DISTURB ROOTS. RE-ROUTE SWALES AS NEEDED TO AVOID DAMAGE TO TREES AND ROOTS.
2. CONTRACTOR SHALL ADEQUATELY PROTECT EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS, AND PERMANENT OBJECTS WHICH ARE NOT SCHEDULED TO BE REMOVED AS A PART OF THIS PROJECT.
3. EXISTING UTILITY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE AND ALL INCLUSIVE. ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF HIS CONSTRUCTION.
4. ANY DAMAGE TO EXISTING PUBLIC UTILITIES MUST BE REPAIRED IMMEDIATELY. THE CONTRACTOR MUST NOTIFY THE APPROPRIATE UTILITY OWNER, WHO WILL MAKE THE REPAIRS AT THE CONTRACTOR'S EXPENSE.
5. CONTRACTOR/OWNER SHALL OBTAIN ALL CONSTRUCTION PERMITS AND PERMISSION PRIOR TO THE COMMENCEMENT OF WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIAL AND EQUIPMENT IN A SAFE AND WORKMAN LIKE MANNER TO PREVENT INJURIES, DURING AND AFTER WORKING HOURS UNTIL PROJECT COMPLETION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE AND POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES.
8. ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
9. SURFACE RESTORATION: AT THE END OF ALL CONSTRUCTION PROJECTS, THE CONTRACTOR SHALL RESTORE THE EXISTING FACILITIES EQUAL TO OR BETTER THAN EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. ALL DISTURBED AREA SHALL BE SEEDED PROPERLY.

10. CONTRACTOR SHALL PROTECT ALL TREES ADJACENT TO WORK AREA. NO TREES SHALL BE REMOVED WITHOUT PERMISSION OF OWNER.
11. ALL DISTURBED EASEMENTS OR OTHER DISTURBED AREAS AS A RESULT OF CONSTRUCTION WORK SHALL BE FERTILIZED AND HAVE VEGETATION RESTORED.
12. EXCAVATE MUCK, ORGANIC MATERIAL AND UNSUITABLE SOIL PRIOR TO PLACING FILL. PLACE SUITABLE MATERIAL AND COMPACT TO 85% STANDARD PROCTOR DENSITY.
13. EXCAVATED SOIL MAY REMAIN ON-SITE TEMPORARILY TO SETTLE.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FLAGMEN, SIGNING, STRIPING AND WARNING DEVICES, ETC., DURING CONSTRUCTION BOTH DAY AND NIGHT.

SITE NOTES:

1. ADJUST GRADE AROUND STORM PIPES AS NECESSARY TO PROVIDE ADEQUATE COVERAGE OVER PIPES.
2. 4" MITERED DRAIN OR SIMILAR TO BE USED AT INLET AND OUTLET OF 4" PVC DRAINAGE PIPE.
PART#/MANUFACTURER: 4MD3P-B / DRAINAGE SOLUTIONS, INC.
3. ALL PROPOSED STORM PIPE TO HAVE SMOOTH INNER WALL.
4. PROVIDE THE FOLLOWING FOR EXCAVATED SWALES/DITCH:
 - INSTALL HYDROMULCH AT ALL EXCAVATED AREAS WITHIN 48 HOURS OF CONSTRUCTION.
 - UNTIL GRASS IS ESTABLISHED, GRASS SWALES MUST BE INSPECTED WITHIN 24 HOURS AFTER EACH STORM OF 0.5 INCH OR GREATER OR DAILY DURING PROLONGED RAINFALL EVENTS.
 - AFTER GRASS HAS BEEN ESTABLISHED, SWALE SHOULD BE CHECKED MONTHLY MINIMUM.

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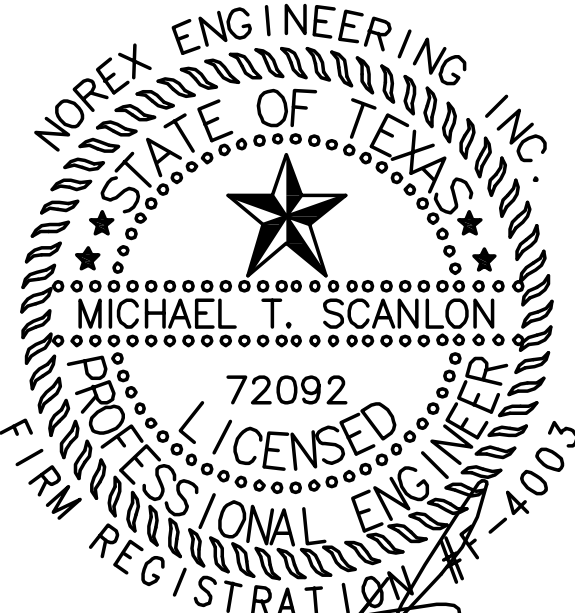
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Seabrook, TX 77586
DESIGN BY
AJM
REVIEWED BY
WAS/SMH
DATE
04/24/23

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SHEET NAME
GRADING NOTES

SHEET NUMBER
DR-1.4

SHEET 4
SCALE: NTS

STORMWATER POLLUTION PREVENTION PLAN

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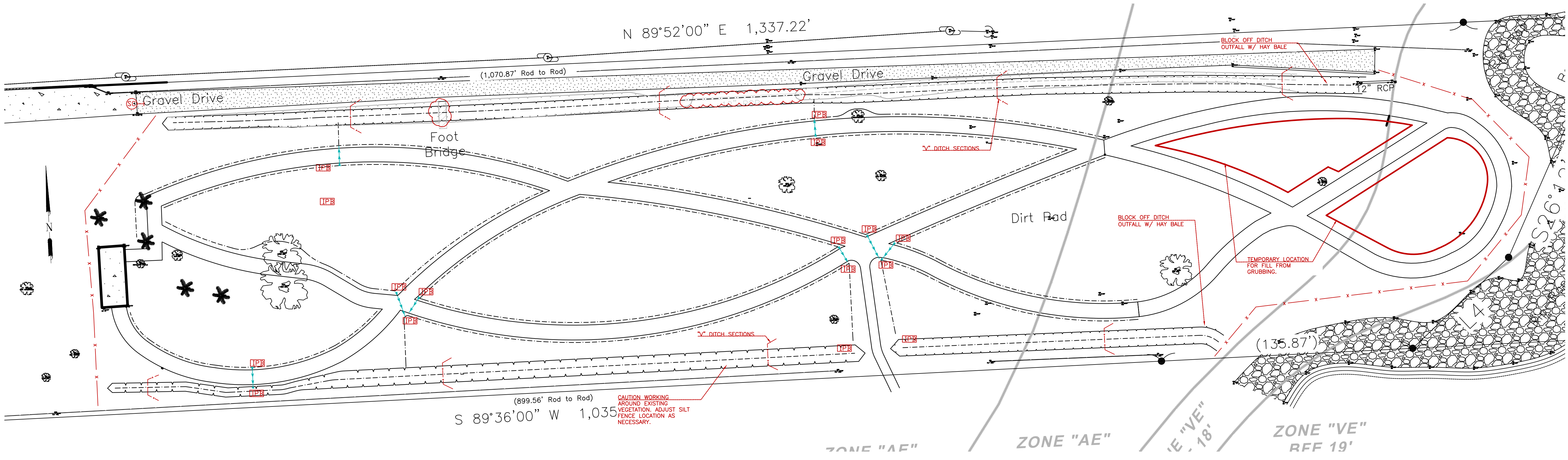
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SHEET NAME
SWPPP

SHEET NUMBER
DR-1.5

LEGEND

- EXISTING WATER LINE, FIRE HYDRANT & GATE VALVE
- EXISTING SANITARY SEWER LINE & MANHOLE
- EXISTING STORM SEWER LINE & MANHOLE
- PROPOSED STORM SEWER INLET
- STABILIZED CONSTRUCTION ACCESS
- REINFORCED FILTER FABRIC BARRIER
- INLET PROTECTION BARRIER



SHEET 5
SCALE: 1"=30'

SWPPP NOTES

- a. After approval of this plan set and during the development of the project, the contractor shall be responsible for adjusting the erosion control measures (silt fences, straw bales, etc.) to prevent soil erosion and storm water pollution. The City of Seabrook Floodplain/Stormwater Coordinator shall have final approval before any changes are made on-site.
- b. All subcontractors shall be educated to follow Storm Water Pollution Prevention requirements.
- c. All contractors and subcontractors involved with storm water pollution prevention shall obtain a copy of the Storm Water Pollution Prevention Plan (SWPPP) and the State of Texas National Pollution Discharge Elimination Systems general permit (NPDES Permit) and become familiar with their contents.
- d. All storm water pollution prevention measures presented on this plan, and in the SWPPP, shall be put in place before any soil is disturbed.
- e. Structural BMP's shall be inspected and maintained at least every 7 days and within 24 hours after any rainfall of more than .5 inches. Records are required to be maintained off-site.
- f. If necessary, the contractor shall clear a 5' to 10' wide area along the perimeter of the property in order to install silt fencing. In no case should a lot be cleared, grubbed, or graded prior the installation of silt fencing.
- g. Silt fencing & sediment devices shall be repaired or replaced if they show signs of undermining, or shall be replaced if the show signs of deterioration. Sediment shall be removed from the silt fencing when it reaches one-third to one-half the height of the silt fence.
- h. The construction entrances shall be maintained in a condition which will prevent tracking or flow of mud onto a right-of-way. This may require periodic top dressing (fluffing) of the construction entrances as conditions demand.
- i. Regular scraping and sweeping of streets, sidewalks and flow lines must be conducted. All material spilled, dropped, washed or tracked from vehicles onto roadways or into storm drains must be removed immediately.
- j. If soil stockpiling is employed on this site, silt fences shall be used to help contain the sediment. Earth materials and landscaping materials such as sod, sand for landscaping and mortar work, rock, mulch shall not be stockpiled, placed or stored on driveways, streets, sidewalks, curb lines or storm water flow lines.
- k. Construction supplies (e.g. trusses and lumber), roll off containers, dumpsters, portable toilets, trailers, etc. shall not be stored on the streets or sidewalks or other impervious surfaces. These items shall be stored on the construction site or staging areas.
- l. Sanitary facilities shall be located on natural ground and at least 25 feet from any storm sewer inlet or water body and shall be serviced regularly.
- m. No rubbish, trash, garbage or other similar materials shall be discharged into drainage ditches or waters of the state. All construction sites shall be cleaned and maintained on a daily basis and shall provide a designated area for trash disposal.
- n. Temporary parking and storage area shall be kept in good condition and suitable for parking and storage. This may require periodic top dressing of stabilizing material as conditions demand.
- o. All seeded/hydro-mulch areas shall be watered weekly to ensure that a good stand is maintained. Areas should be fertilized and reseeded as needed.
- p. Disturbed portions of the site where construction activity will cease for at least 21 days shall be temporarily seeded within 7 days.
- q. Disturbed portions of the site where construction activity has permanently stopped shall be permanently seeded. These areas shall be seeded no later than 7 days after the last construction activity occurring in these areas. Refer to the landscaping plan.
- r. Contractors or subcontractors shall be responsible for removing sediment in the detention pond and any sediment that may have collected in the storm sewer drainage systems after the stabilization of the site.
- s. All off-site construction shall have its own silt fencing and BMP's installed. Site shall be stabilized at the end of each working day; this includes backfilling of trenches for storm drains & utility construction and placement of gravel or bituminous paving for road construction.
- t. A Final Certificate of Occupancy shall not be issued until all disturbed areas have been permanently stabilized and erosion and sediment control devices have been removed.
- u. The grass and weeds on-site shall be maintained to a height of less than 12" throughout the construction phase of the project.
- v. All Post-BMP's will be inspected annually by a Texas Registered Engineer with the report sent to the Floodplain/Stormwater Coordinator. Also note how Post-BMP's will be maintained annually.

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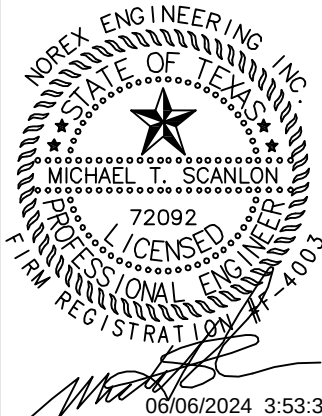
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REVISION LIST	
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4)	##
5)	##

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SHEET NAME
SWPPP NOTES

SHEET NUMBER

DR-1.6

6	SHEET 6
	SCALE: NTS

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City of Seabrook
PROJECT NAME
Proposed Park and Trails
STREET ADDRESS
Carothers Property(Pine Gully Rd)
CITY, STATE, ZIP
Seabrook, TX 77586
DESIGN BY
AJM
REVIEWED BY
WAS/SMH
DATE
04/24/23

REVISION LIST

1) 04/25/24
2) 06/06/24
3) ##
4) ##
5) ##

ENGINEER'S SEAL



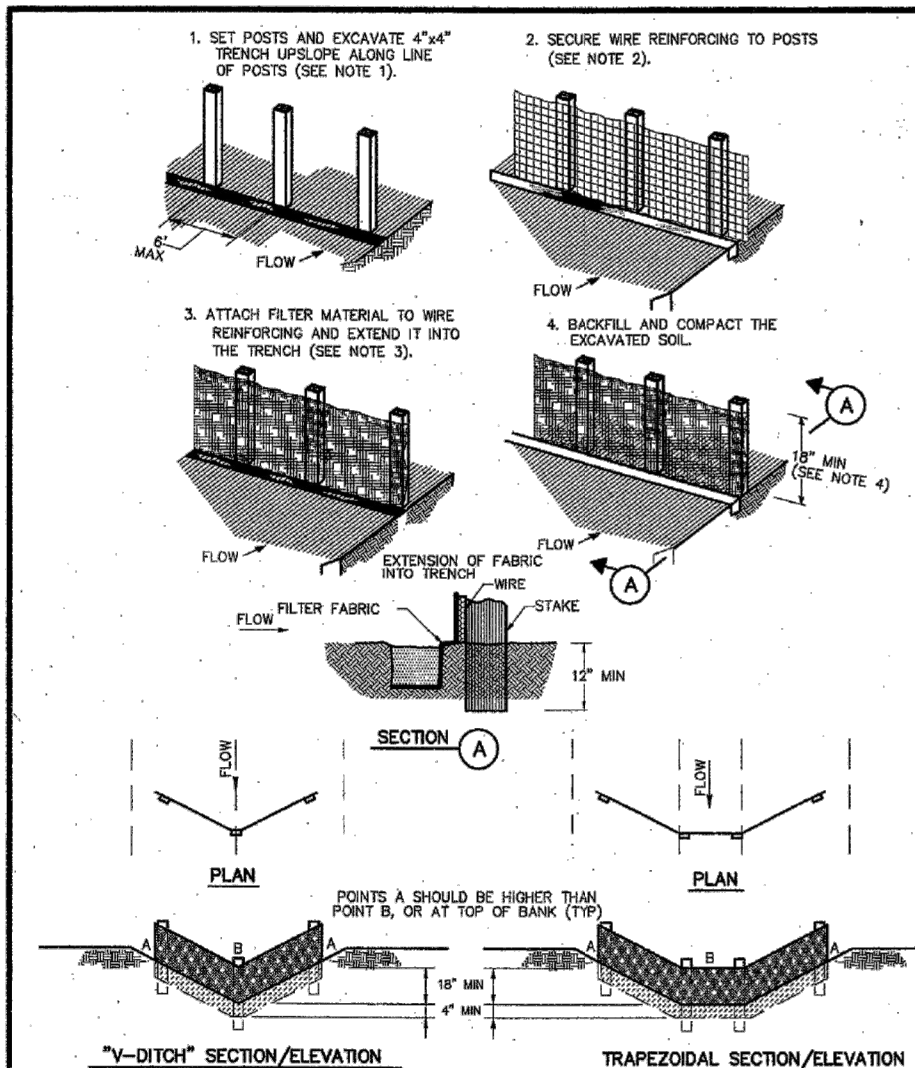
06/06/2024 3:53:40 PM
Seal valid for permitting 1 year after signature date, for this address/project only.

SHEET NAME
SWPPP DETAIL

SHEET NUMBER

DR-1.7

6 SHEET 7
SCALE: NTS

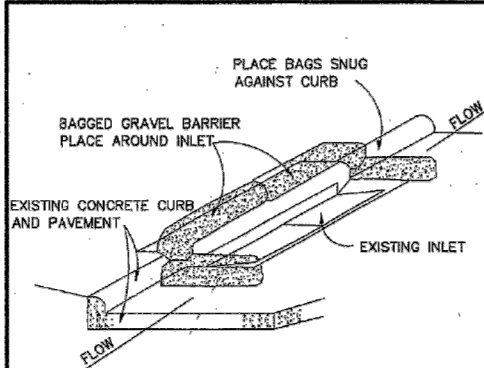


CONSTRUCTION NOTES:

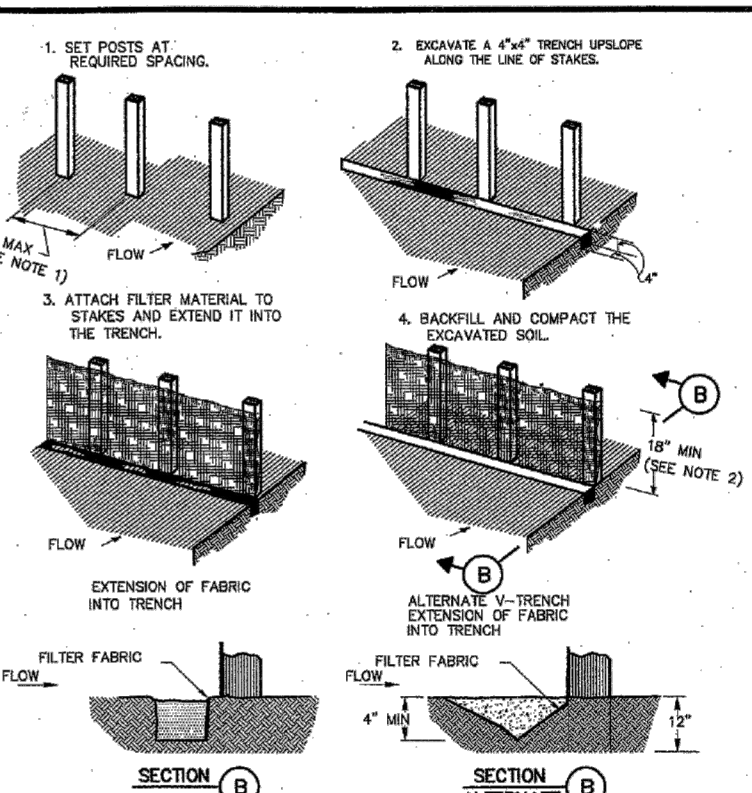
1. SET 2 INCH BY 2 INCH WOODEN STAKES SPACED A MAX OF 6 FEET APART AND EMBEDDED A MIN OF 12 INCHES.
2. WOVEN WIRE REINFORCING TO BE FASTENED SECURELY TO BARRIER POSTS WITH STAPLES.
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE REINFORCING, WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
4. MINIMUM HEIGHT OF FILTER SHOULD BE 18 INCHES AND A MAXIMUM OF 36 INCHES ABOVE NATURAL GROUND.
5. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE POSTS, AND FOLDED.
6. SEE COH STANDARD SPECIFICATION FOR FILTER FABRIC BARRIER.



REINFORCED FILTER FABRIC BARRIER



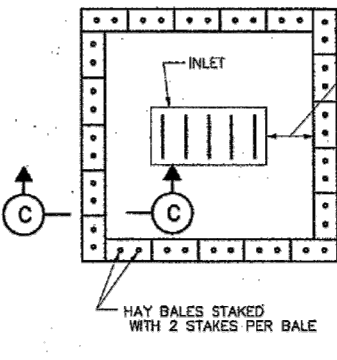
INLET PROTECTION BARRIER
(FOR STAGE II INLETS)
BAGGED GRAVEL BARRIER



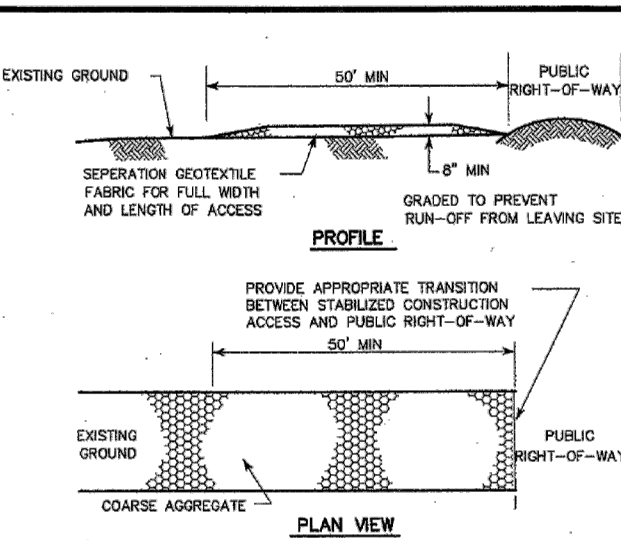
CONSTRUCTION NOTES:

1. 2 INCH THICK BY 2 INCH WOODEN STAKES TO BE SET AT MAX SPACING OF 3 FEET AND EMBEDDED A MIN OF 8 INCHES. IF PREASSEMBLED BARRIER WITH SUPPORT NETTING IS USED, SPACING OF POST MAY BE INCREASED TO 8 FEET MAX.
2. ATTACH FILTER FABRIC TO WOODEN STAKES. FILTER FABRIC BARRIER SHALL HAVE A MIN HEIGHT OF 18 INCHES AND MAX HEIGHT OF 36 INCHES ABOVE NATURAL GROUND.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE POSTS, AND FOLDED.
4. SEE COH STANDARD SPECIFICATION FOR FILTER FABRIC BARRIER.

FILTER FABRIC BARRIER



HAY BALE INLET PROTECTION BARRIER

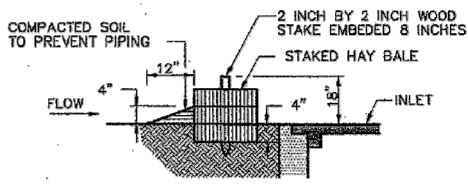
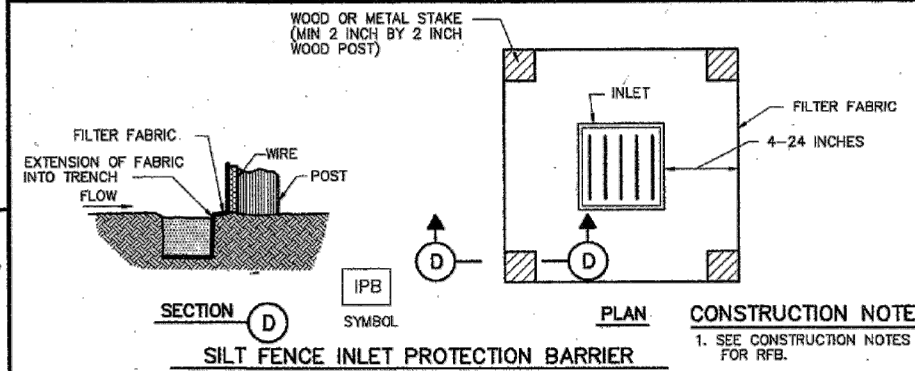


CONSTRUCTION NOTES:

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 8 INCHES.
3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION ACCESS, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE WASHING AREA.
6. COH STANDARD SPECIFICATION FOR STABILIZED CONSTRUCTION ACCESS.
7. STABILIZED CONSTRUCTION ACCESS SHALL BE MAINTAINED FREE OF SEDIMENT FOR THE DURATION OF THE PROJECT.



STABILIZED CONSTRUCTION ACCESS



CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

STORM WATER POLLUTION PREVENTION PLAN DETAILS
(NOT TO SCALE)

APPROVED: [Signature] CITY ENGINEER

APPROVED: [Signature] DIRECTOR OF PUBLIC WORKS AND ENGINEERING

EFF DATE: JULY-01-2010 DWG NO: 01571-01



City of Seabrook
Notice to Bidders
Sealed Bid Project #2024-11
Carothers Grading and Drainage Project

Notice is hereby given that the City of Seabrook solicits proposals for the following:

RFP# 2024-11: Carothers Grading and Drainage Project

Sealed Request for Proposals for 2024-11, Carothers Grading and Drainage Project, Seabrook Project No. 2024-11 will be received until **10:00 AM on May 16, 2024**, by the Purchasing Coordinator, Rebecca Howton, 1700 First Street, Seabrook, Texas 77586. Bids must be received, and time stamped by the Purchasing Department prior to the aforementioned time when they will be publicly opened and read aloud at Seabrook City Hall. No late bids will be accepted. Bidding documents may be obtained by contacting the Purchasing Coordinator, Rebecca Howton, through email at rhowton@seabrooktx.gov or from the City's website at www.seabrooktx.gov/bids.

RFPs may also be submitted electronically through Public Purchase. To submit an RFP electronically, an account will need to be created in Public Purchase, and then RFP 2024-11 can be accessed for electronic submission. Electronic RFPs must be submitted before the **10:00 am deadline on May 16, 2024**. Please visit <https://www.publicpurchase.com/gems/register/vendor/register> to register or login with Public Purchase.

*A Pre-bid Conference/Site Tour is scheduled **2:00 PM 04/25/2024** to discuss the City's requirements under this RFP. While attendance is at the discretion of the BIDDER, BIDDERS who do not attend will be deemed to have attended and to have received the information provided at that time.

Until final award of the Contract, City of Seabrook reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or to proceed to do the Work otherwise when in the best interest of the City of Seabrook.

PUBLISHED: **Thursday, April 11, 2024**
Thursday, April 18, 2024

PUBLISHED: ~~Thursday, April 11, 2024~~
~~Thursday, April 18, 2024~~

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FORM: BIDDER QUESTIONNAIRE

FORM: COST PROPOSAL

FORM: **VENDOR PACKET**

NON-COLLUSION CERTIFICATE

FEDERAL CONTRACT REQUIRED CLAUSES

City of Seabrook RFP Timeline

EVENT	DATE
Issuance of RFP	04/11/2024
Deadline to Paper	04/04/2024
Published	04/11/2024
	04/18/2024
Pre-Bid Conference/Facilities Tour* 2:00 PM	04/25/2024
Bid Due Date (10:00 AM)	05/16/2024
Bid Opening (10:00 AM)	05/16/2024
Council Agenda Deadline	06/04/2024
Council Award	06/04/2024

*A Pre-bid Conference/Site Tour is scheduled to discuss the City's requirements under this RFP. While attendance is at the discretion of the BIDDER, BIDDERS who do not attend will be deemed to have attended and to have received the information provided at that time.

Checklist of Documents to Return in Sealed Bid

- _____ Completed and Signed Non-Collusion Certificate
- _____ Bid Bond in amount of 5% of total bid amount
- _____ Certificate of Insurance
- _____ Bidder Questionnaire
- _____ Notarized Texas Ethics Commission Certification
- _____ A minimum of two (2) references, from customers with similar or larger size projects
- _____ Completed and signed Vendor Packet

I. General Terms and Conditions

A. INTENT

The intent of this Sealed Bid is to receive Proposals from qualified contractors to provide earthwork, grading and drainage construction per the attached plans and per City specifications. This covers **ALL** labor, materials, tools, and equipment to perform the work identified under SCOPE OF WORK and within the plans.

All bids must be on the form contained herein, signed in the space provided and accompanied by a surety bond, certified or cashier's check in the amount of 5% of the total bid amount, made payable to the City of Seabrook and included in a sealed envelope. Additional relevant information or Proposal details should be attached on a separate page.

B. RECIEPT AND OPENING OF BIDS

The City of Seabrook, (hereinafter called "CITY") invites bids on the form attached hereto. Sealed bids shall be submitted, including one (1) marked original and one (1) marked duplicate on the original forms and clearly marked with bid number and description and one (1) complete electronic copy saved to a flash drive, no later than **10:00 AM on May 16, 2024**. This form must be fully completed and signed by an authorized agent when submitted. The name and address of BIDDER shall be marked on the outside of the submitted bid packet. Bid's may also be submitted electronically through Public Purchase. **Any bid received after the time and date specified shall not be considered.**

C. QUESTIONS AND BID MODIFICATIONS

Any BIDDER may modify their bid by sealed written communication at any time, provided such communication is received by Rebecca Howton at 1700 First Street, Seabrook, Texas 77586, prior to the bid due date, May 16, 2024, at 10:00 AM.

CITY shall not provide interpretation of the meaning of the plans, specifications, or other pre-bid documents to any BIDDER orally. Such communication must be in writing. Every request for such interpretation should be in writing addressed to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586, ~~or~~ emailed to Rebecca Howton, rhowton@seabrooktx.gov, or through the questions feature in Public Purchase. -All requests must be received at least three (3) days prior to the scheduled time for the receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective BIDDERS not more than three (3) working days prior to the scheduled time for receipt of bids. Failure of any BIDDER to receive any such addenda or interpretation shall not relieve BIDDER from any obligation of the submitted bid. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document.

D. METHOD OF AWARD

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a BIDDER's proposal and how well the proposal meets the needs of the CITY. In evaluating the proposals, the CONTRACT will be awarded to the BIDDER who provides the services specified herein at the best value for the CITY, in compliance with Texas Local Government Code, Chapter 252.043.

Best value criteria includes:

- Price (40%)
- Experience working on similar projects (20%)
- Response of references (20%)
- Ability to meet required deadlines (20%)

The City of Seabrook Council reserves the right to waive any informalities or technical errors, or consider alternate bids and award as lump sum, individual basis, or any combination that in its judgment will best serve the interests of the CITY.

The CITY reserves the right to request that any BIDDER clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the BID.

The CITY reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the BIDDER can offer. The BIDDER selected as the apparently successor VENDOR will be expected to enter into a CONTRACT with the CITY.

Any resultant CONTRACT may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed items.

E. QUALIFICATIONS OF BIDDER

At the time of opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications and contract documents (including all addenda, if any). The failure or omission of any BIDDER to examine any form, instrument, or document shall in no way relieve any BIDDER from any obligation in respect of his/her bid.

The CITY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose that the CITY may request. The CITY reserves the right to reject any bid if

the evidence submitted by, or investigation of, the BIDDER fails to satisfy the CITY such that BIDDER is properly qualified to carry out the obligations of the contract and to complete the work described therein. Conditional bids will not be accepted.

The bidder is required to have the following minimum qualifications:

- Contractor's submittal must clearly indicate compliance with the qualifications as required in Form #1 Contractor Qualification Certificate. Proposals that do not meet these standards may be rejected without further consideration by the City.
- Strong written, verbal, and interpersonal communication skills.
- Ability to meet required deadlines as demonstrated by prior project history.

F. CONDITIONS OF WORK

Each BIDDER must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all services and labor necessary to carry out the provisions of the contract.

G. LAWS AND REGULATIONS

The BIDDER'S attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The CONTRACTOR shall be responsible for the receipt and payment of any local, state, or federal permits required for the bid, if applicable.

H. SUBCONTRACTS

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this CONTRACT must be acceptable to the CITY.

I. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the CONTRACTOR shall:

- Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

J. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) business days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Seabrook Purchasing Department by emailing Rebecca Howton, ghowton@seabrooktx.gov. Completed Conflict of Interest Questionnaire's may be mailed or delivered to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586. Please consult your own legal advisor if you have questions regarding the statute or this form.

K. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties, FORM 1295. The TEC has created a website application for business entities to submit the required information.

The City of Seabrook requires Form 1295 to be filed electronically by the business entity and acknowledged electronically by the City of Seabrook before entering into any contract requiring the approval of the City Council. The business entity must go to the Texas Ethics Commission Website <http://www.ethics.state.tx.us> and follow the login directions. The following information is required: Identification Number: 2024-11 – Carothers Grading and Drainage.

- Project Description: Grading and Drainage on the Carothers property per approved engineered plans.

When the form has been completed, the system will generate a Certificate number and filed date. Please print the form, have it notarized and send it in with your bid response. **NO HAND WRITTEN 1295 FORMS WILL BE ACCEPTED.** The receipt of this form in no way guarantees an award of contract.

L. NON-TRANSFERABLE AGREEMENT

The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or any part thereof, to any person, partnership, company or corporate without prior written consent of the CITY.

M. PAYMENT AND PERFORMANCE BOND

The CONTRACTOR shall provide a Payment and Performance Bond covering every and all requirements of the contract concurrent with the execution of the contract. In lieu of a bond, a negotiable Certificate of Deposit from a bank in Harris County, Texas, Certified Check, or a letter of Credit from a bank in Harris County, Texas may be furnished in the amount of the contract.

N. INDEMNIFICATION

The CONTRACTOR for its employees and agents, assigns and agrees as its sole liability to indemnify, defend, protect, and hold harmless the City of Seabrook, its officers, employees, agents, and/or assigns from liability, responsibility, or losses arising out of any negligent act or omission or any willful wrongdoing on the part of the CONTRACTOR, its officers, employees and/or agents.

O. INSURANCE

The CONTRACTOR shall keep and maintain during the term of this CONTRACT, a comprehensive general liability policy, with the CITY named as Additional Named Insured, with limits of:

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
2. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Texas.

Additional Insurance

Employee Dishonesty coverage endorsed for third party coverage for the CITY or with the CITY named as a loss payee with limits not less than \$100,000 per occurrence and as an annual aggregate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

Other Provisions

Commercial General Liability policies must be endorsed to:

1. Include the CITY, its officials, employees as additional insured.
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the CITY.
3. Thirty (30) days prior notice of policy cancellation shall be provided to the CITY. The CONTRACTOR shall furnish the CITY with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this CONTRACT.

Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

Verification of Coverage:

Vendor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Subcontractors

Vendor shall require subcontractors to provide coverage which complies with the requirements stated herein.

A copy of ANY current Certificates of Insurance should be included with your bid.

Thirty (30) days prior notice of policy cancellation shall be provided to the CITY. The CONTRACTOR shall furnish the CITY with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this CONTRACT.

P. CONTRACT PRICING

Unit prices requested shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Time is of the essence in CONTRACTOR'S performance and Liquidated Damages may be required in the CONTRACT documents.

Q. RATE OF PAY

All salaries to be paid as a result of this contract shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the CONTRACT and compliance with same. The actual salaries shall be paid at the discretion of the CONTRACTOR. CONTRACTOR shall furnish to the CITY an Insurance Endorsement or other evidence showing proper liability insurance coverage and worker's compensation insurance coverage for its staff for the duration of the Contract.

R. BOND REQUIREMENTS

With Bid Submission, all BIDDER's must submit a bid bond for an amount equal to not less than 5% of the total price of the project. Upon execution of contract, prior to work beginning, the CONTRACTOR awarded this project will provide a performance and payment bond for 100% of the contract price.

S. INVOICE AND PAYMENT

Bidder shall include Purchase Order number on corresponding invoice. Invoices will be emailed to payables@seabrooktx.gov or sent to:

CITY OF SEABROOK
ATTN: ACCOUNTS PAYABLE
1700 FIRST STREET
SEABROOK, TX 77586

The City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work.

II. Scope of Work

A. INTENT

The City of Seabrook seeks competitive bids to complete the grading and drainage project per plans prepared by Norex Engineering. The project consists of relocating soils on site, hauling additional soils from City's stockpile located two miles from the project site, compacting and grading the soils per the plans.

B. SPECIFIC REQUIREMENTS

All products shall be per the engineered plans, notes and details or City of Seabrook's approved product list and are intended to illustrate specifications. Any product that meets these specifications can be used with prior City approval.

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder to have a valid bid. Any exceptions taken may be just cause of disqualification.

Bidder Questionnaire

Questionnaire must be completed by ALL BIDDERS and returned with bid response. Any additional pages provided should be clearly labeled.

GENERAL COMPANY INFORMATION:

Company Name: _____

Address: _____

Owner Name: _____

Contact Person: _____ Phone: _____

Contact Person's Title: _____ E-Mail: _____

MINIMUM QUALIFICATIONS:

1. Open Texas State Department of Revenue Business License # (UBI): _____

2. Active Texas State Contractor License #: _____

3. Current Employment Security #: _____

4. Verify the following

a) Choose one:

_____ BIDDER has current industrial insurance coverage for employees working in Texas.

or

_____ BIDDER is not required to have industrial insurance coverage for employees working in Texas.

b) Choose one:

_____ Proposer has not been disqualified or debarred from bidding on any federal or state bidding.

or

_____ Proposer has been disqualified or debarred from bidding on any federal or state bidding.

Explain: _____

ADDITIONAL QUALIFICATIONS:

4. Number of Years in Business under Current Company Name/License #: _____
5. Number of employees in your company: _____
6. Experience working with municipal and/or regulatory entities: _____

7. Please provide a list of “key personnel” that will be assigned to supervise or work on City contracted site, including name, job title and years of experience. Attach copies of Licenses/certifications.
8. Please describe current screening process for hiring employees. _____

9. Please describe current employee training and/or relevant certifications. _____

10. Please provide a list of your company’s recent experience in the type of service described in this RFP.
11. Provide 3 references for which you have performed similar services. Provide company name, address, contact name and title, phone number, email address and date your company provided services for the reference.
12. Provide number, cost and scheduled completion date of all contracts on hand.

13. Has your company ever failed to complete any work awarded to you?
14. Have you ever defaulted on a contract?
15. Provide equipment available and to be used on this project.
16. Describe how you will work with the CITY's Representative to ensure amicable and informative communication on a regular basis.
17. Provide timeline of schedule of work or state how long the project will take until final completion.

Bid Form

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for 60 calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 calendar days after the date of CITY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):
Date: _____ Number: _____
Date: _____ Number: _____
Date: _____ Number: _____
 - B. BIDDER has familiarized itself with the nature and extent of the work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. BIDDER will complete the Work for the following price: (Note: Bid item is for work complete in place). These prices are to cover all expenses incurred in performing the work required under the Contract Documents, including related work that may not be specifically mentioned.

Company Representative (Printed)

Company Representative (Signature)

Date

BID SHEET

Unit prices requested shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. Special attentions is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase of decrease in quantities.

Description	Quantity	Unit	Unit Price	Total Cost
Mobilization (5% max of base bid)		LS		\$
Tree protection (if needed)		EA		\$
Tree removal (if needed)		EA		\$
4" Clearing and Grubbing (material to be stored per plan; see Sheet DR-1.5 "temporary location")		CY		\$
Demolition, removal and offsite disposal of existing tennis court pad material (materials consisting of concrete, asphalt and sand)		CY		\$
Demolition, removal and offsite disposal of existing concrete slab		CY		\$
Demolition, removal and offsite disposal of existing reinforced concrete pipe		LF		\$
Demolition, removal and offsite disposal of existing land bridge		LS		\$
On-site Soil Excavation, Relocation, Compaction and Grading per plan (includes swales, ditches and trail base grading)		CY		\$
Off-site Soil Excavation, Relocation, Compaction and Grading per plan (includes swales, ditches and trail base grading)		CY		\$
4" PVC (or HDPE) drainage pipe with mitered inlets and outlets; installed per plans and notes.		LF		\$
Hydromulch		AC		\$
SWPPP (per plan)		LS		\$
Construction Total				\$

Attachment A

Proposal Submission Authorization

- An authorized representative must sign proposals, with the BIDDER's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Address: _____

Attachment B

Information Security Requirements

Consultants with access to City data or systems shall provide their services in a manner consistent with the City's Information Security policies. This includes, but is not limited, to ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the City in advance. If Consultants have remote access into systems with City data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus, and malware signatures.

These requirements are not substitutes for the Contractor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Contractor has access or retains data that is considered critical or confidential by the City, Contractor acknowledges that it will properly turn over or destroy all data upon termination of the contract. Contractor shall provide prompt notice to the City of any confirmed or suspected security breach affecting the City's data or informational infrastructure that supports the City's contracted services. Prompt notice shall mean within four (4) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to City's primary technical contact and primary business contact.

NON-COLLUSION CERTIFICATE

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Seabrook for consideration in the award of a contract on the improvement described as follows:

Project 2024-11 Carothers Grading and Drainage Project

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this day of 2024.

Notary Public

CORPORATE SEAL:

Federal Contract Required Clauses

This project is funded by a FEMA reimbursable grant. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.

I. Remedies.

- A. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- B. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

II. Termination for Cause and Convenience.

- A. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- B. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

III. Equal Employment Opportunity.

- Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- Key Definitions.
 - Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities

providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- Applicability.

This requirement applies to all FEMA grant and cooperative agreement programs.

- The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order

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

IV. Davis Bacon Act and Copeland Anti-Kickback Act.

1. Applicability of Davis-Bacon Act.

The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
3. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
4. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland

"Anti -Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti -Kickback" Act.

- Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

V. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

VI. Rights to Inventions Made Under a Contract or Agreement.

- Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

VII. Clean Air Act and the Federal Water Pollution Control Act.

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

VIII. Debarment and Suspension.

- **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Sub recipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. §180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub recipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and sub recipient.
- Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or sub recipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of amount.
 - c. The contract is for federally-required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or sub recipient and requires either the approval of FEMA or is in excess of \$25,000.
- The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B.** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C.** This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The bidder or proposer agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

IX. Byrd Anti-Lobbying Amendment.

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
4. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 of 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 of 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

X. Procurement of Recovered Materials.

- A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- B. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- C. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/comprehensive-procurement-guidelines>.”

XI. Additional FEMA Requirements.

- 1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- 2. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

4. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

XII. DHS Seal, Logo, and Flags.

1. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

XIII. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA

policies, procedures, and directives.”

XIV. No Obligation by Federal Government.

- A. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- B. The following provides a contract clause regarding no obligation by the Federal Government:
“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

XV. Program Fraud and False or Fraudulent Statements or Related Acts.

- 1. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- 2. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts:
“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the first and final reading of Ordinance 2024-22, ending the Declaration of Disaster.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Ordinance 2024-22

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

**CITY OF SEABROOK
ORDINANCE 2024-22**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ENDING THE DECLARATION OF DISASTER; PROVIDING AN EFFECTIVE DATE AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN AS REQUIRED BY LAW.

WHEREAS, on 8TH day of July, 2024, the Mayor, pursuant to the Texas Government Code, Chapter 418, and (the Texas Disaster Act"), issued a proclamation declaring a local state of disaster for the City of Seabrook resulting from:

Hurricane Beryl

WHEREAS, the conditions necessitating the proclamation of a local state of disaster have ceased to exist; and

WHEREAS, the Texas Disaster Act provides that a local state of disaster may be terminated by the governing body of the political subdivision or by executive order of the Mayor, now, therefore,

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

Section 1: The City Council, as the governing body of the City of Seabrook hereby terminates the proclamation of a local state of disaster described in the preamble above.

Section 2. A public emergency exists requiring that this ordinance be passed formally on the date of its introduction; therefore, this ordinance shall take effect immediately upon its passage and approval by the City Council of the City of Seabrook

PASSED AND APPROVED on first and 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 17th day of September, 2024.

By: _____
Thomas G. Kolupski
Mayor

ATTEST:

By: _____
Rachel Lewis
City Secretary

APPROVED AS TO FORM:

By: _____
David W. Olson
City Attorney

ATTEST:

City Secretary

APPROVED

City Attorney



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: Backup power at the EOC/Police Department to implement long term mitigation measures within the city of Seabrook.

General Information:

Consider and take all appropriate action on Resolution 2024-20 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4485-0141 for the EOC/Police Department Generator.

Executive Summary / Background:

That the City Council passed this resolution authorizing the Grant Administrator and City Staff to submit the HMGP grant application for funds to acquire a generator and associated costs for backup power at the EOC/Police Department 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. DR-4485-0141-City-of-Seabrook-EOC-Generator-Award-Package
2. Resolution 2024-20

Prior Action / Review by Council, Boards, Commissions:

The City Council of the City of Seabrook approved Resolution 2022-18 on June 7, 2022, authorizing submittal of a FEMA Hazard Mitigation Grant Program (HMGP) application in response to Federal Disaster Declarations DR-4485-0141 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.



August 29, 2024

The Honorable Thom Kolupski
Mayor, City of Seabrook
1700 First Street
Seabrook, TX 77586
Subject: Sub-Grant Award

Dear Mayor Kolupski:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR 4485, Texas COVID 19 Pandemic. 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
FEMA Project Number: 0141
Project Title: City of Seabrook Emergency Operations Center Generator
Period of Performance (POP): July 23, 2024 to July 14, 2026.

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	23 July, 2024	\$325,000.00	90%	\$292,500.00	10%	\$32,500.00

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	23 July, 2024	\$13,000.00	100%	\$13,000.00	0%	\$0

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.

Utilizing the proposed HMGP grant, the City of Seabrook proposes to replace an existing back-up generator on an existing elevated platform and conduct electrical modifications at the Emergency Operations Center, located at 1400 Cook Ave, Seabrook, Harris County, TX (29.564744, -95.023674). By installing the new emergency generator dependable power supply will be immediately available to the City's Police Department and Emergency Operations Center. This will ensure these critical operations will be available to the city during events that can create power outages such as tropical storms, hurricanes and severe winter storms such as Winter Storm Uri. This will ensure emergency Police, Fire and Ambulance Services and water, sewer and drainage services can be properly managed and coordinated for all the citizens of the City of Seabrook.

The City of Seabrook's proposed MC activities include the following: Application preparation including coordination with locality, data processing, budget development, and Benefit-Cost Analysis development. Review award packet and distribute approved project SOW and materials to engineer for review. Serve as liaison between State, locality, and Engineer. Support locality in tracking and reviewing invoices and supporting documentation from engineers. Request proof of payment for the submission of reimbursement requests. Facilitate tracking and review of in-kind or force account contributions, as applicable. Request and review quarterly reports provided by Engineers. Submittal of quarterly reports and supplemental information to the State for review. Review of potential SOW changes or modifications. Preparation and submission of scope change/modification documentation for review, if applicable. Review of potential SOW changes or modifications. Preparation and submission of scope change/modification documentation for review, if applicable.

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In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX #M13. FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

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 with 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 and the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Merryll Holmes at merryl.holmes@tdem.texas.gov.

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PO Box 285
Del Valle, TX 78617-9998

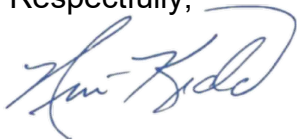
Thom Kolupski, Mayor, City of Seabrook

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, Merryl Holmes, at 281-794-4102 or merryl.holmes@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
Technical Recommendations

Copy: Gayle Cook, City Manager
gcook@seabrooktx.com

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PO Box 285
Del Valle, TX 78617-9998



FEMA

July 23, 2024

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: Mr. Josh Davies, State Hazard Mitigation Officer

RE: DR-4485-0141-TX
City of Seabrook Emergency Operations Center Generator
Approval
Assistance Listing 97.039 Hazard Mitigation Grant Program

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 Emergency Operations Center Generator project. The Federal share is available through the Hazard Mitigation Grant Program (HMGP) under DR-4485-TX. The non-federal match requirement of \$32,500 will be provided by subrecipient.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, Subrecipient Management Costs (MC) in the amount of \$13,000 are available to subrecipient at a Federal Cost Share of 100%.

Summary of funding for the project is illustrated below:

DR-4485-0141-TX	Federal Share	Non-Federal Share	Total
Project Costs	\$292,500.00 (90%)	\$32,500.00 (10%)	\$325,000.00 (100%)
Subrecipient Management Costs	\$13,000.00 (100%)	\$0.00 (0%)	\$13,000.00 (100%)
Total	\$305,500.00	\$32,500.00	\$338,000.00

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

Utilizing the proposed HMGP grant, the City of Seabrook proposes to replace an existing back-up generator on an existing elevated platform and conduct electrical modifications at the Emergency Operations Center, located at 1400 Cook Ave, Seabrook, Harris County, TX (29.564744, -95.023674). By installing the new emergency generator dependable power supply will be immediately available to the City's Police Department and Emergency Operations Center. This will assure these critical operations will be available to the City during events that can create power outages such as tropical storms, hurricanes and severe winter storms such as Winter Storm Uri. This will assure emergency Police, Fire and Ambulance Services and water, sewer and drainage services can be properly managed and coordinated for all the citizens of the City of Seabrook.

The City of Seabrook's proposed MC activities include the following: Application preparation including coordination with locality, data processing, budget development, and Benefit-Cost Analysis development. Review award packet and distribute approved project SOW and materials to engineer for review. Serve as liaison between State, locality, and Engineer. Support locality in tracking and review of invoices and supporting documentation from engineers. Request proof of payment for the submission of reimbursement requests. Facilitate tracking and review of in-kind or force account contributions, as applicable. Request and review quarterly reports provided by Engineers. Submittal of quarterly reports and supplemental information to State for review. Review of potential SOW changes or modifications. Preparation and submission of scope change/modification documentation for review, if applicable. Review of potential SOW changes or modifications. Preparation and submission of scope change/modification documentation for review, if applicable.

Technical Conditions:

The project will comply with the latest edition of codes and standards as required by Federal, State, and Local rules and regulations. The subrecipient must coordinate with the local floodplain administrator to obtain the necessary permits and must comply with any conditions of these permits prior to initiating work (if applicable). All permits and related coordination activities must be retained by the subrecipient. At project closeout, submit all permits and documentation of coordination to FEMA. Additionally, the subrecipient must acquire all applicable Federal, State, Tribal, and/or Local permits.

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 #m13 from the need to 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.

FEMA will not establish activity completion timeframes for individual subawards. The Period of Performance (POP) for DR-4485-TX is set to expire on February 1, 2027. 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 is 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 (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 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 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors 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, REC, and Technical Recommendation Report are included for your records.

Chief Kidd
July 23, 2024
Page 4

If you have any questions regarding the information, please contact Chandra Fugett, Hazard Mitigation Assistance (HMA) Specialist, at (202) 919-1509 or Chandra.Fugett@fema.dhs.gov.

Sincerely,

**BRIANNE M
SCHMIDTKE**



Digitally signed by
BRIANNE M
SCHMIDTKE
Date: 2024.08.05
08:26:26 -05'00'

Brianne Schmidtke
HMA Disaster Branch Chief

Enclosures: Obligation Report
 REC
 Technical Recommendation Report



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

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). 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 \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. 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, as defined in [2 C.F.R. §170.315](#), certify that the 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 the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as 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 assure 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 is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to 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 Agents 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 them with managing its Public Assistance and Hazard Mitigation grants (or other), they 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. The Subrecipient is solely responsible for sharing written communications with the consultant. The 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 is required in 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:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. 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 amount of this 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 in additional 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.

1. 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).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (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 grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds 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 Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

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, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. 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) circulars,

terms and conditions of this award and the approved application.

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.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using 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;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires 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
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients 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 subrecipients to attain training. Federal procurement training may be required of some recipients 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 statutory authority for the grant. Award funds must not be used for matching 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 C.F.R. §25.300](#), TDEM will not make a subaward unless the 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](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database 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 [2 C.F.R. Part 25, Appendix A](#).
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 ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - 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 C.F.R. §170.320](#).
 - 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 C.F.R. §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](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. 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
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. 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.
10. 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 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 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
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
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 grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

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.

- a. 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.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in 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 subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

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 audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) 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 contract.
2. 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.
3. 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 rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), 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 any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct 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.

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 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, Amendments, Suspensions or Termination

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 subrecipient award. Any alteration, addition, or deletion to this agreement 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 of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to 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. 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. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails 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. Withhold future awards for the grant program; and
8. 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.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

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. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The 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.

XVI. Closing of this Award

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

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. 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 Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access 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.

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 60 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 done 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 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted 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 period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

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 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 90 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 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 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 a subrecipient does not agree with the determinations made by DHS/FEMA, the 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. 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 the subrecipient within the following time frames:

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

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation 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 days.

For presidentially declared disasters on or after October 30, 2012, a 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 Applicant 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 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the 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. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 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 the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

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). 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 of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

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 period consists of 4 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 subrecipients until all QPRs are submitted to TDEM.

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 will require additional reporting or may take any other appropriate action to comply with 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 in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. 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). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient 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), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

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

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, 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 subrecipient, I certify that subrecipient

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 grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, 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 this grant 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 and 44 C.F.R. Part 19), 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. §§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 agreement 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 sub-agreements.
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 \$10,000.00 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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (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, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will 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.
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 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

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

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

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 Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant 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 this Grant.
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 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 and 44 C.F.R. Part 19), 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. §§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 agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. 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.
12. 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
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 sub-agreements.
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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

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 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. 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 at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- 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 C.F.R. 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, in Subpart B of 2 C.F.R. 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 and form SF-424, item number 17 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 insure 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. (See UGMS Section __.36 for additional guidance on contract provisions).

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, 44 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 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 [SAM.gov](https://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

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. 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.

b. Duplication of Program Statement

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

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. 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.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

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. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

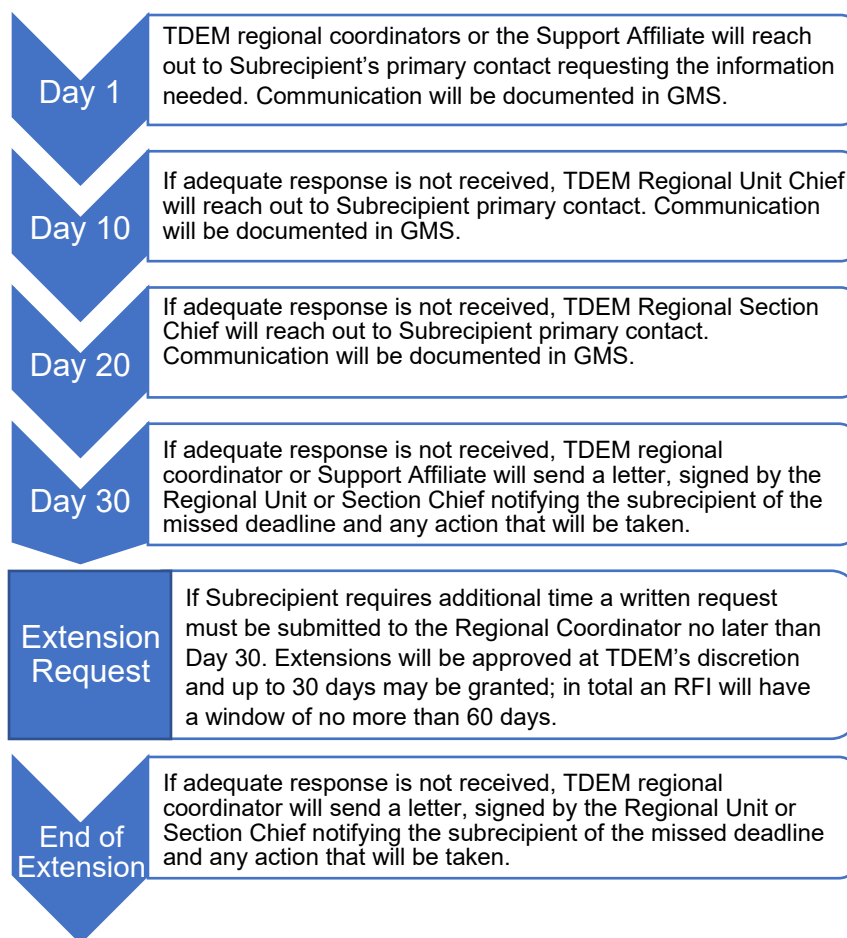


Exhibit H: Pre-Obligation Request for Information Policy

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 period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

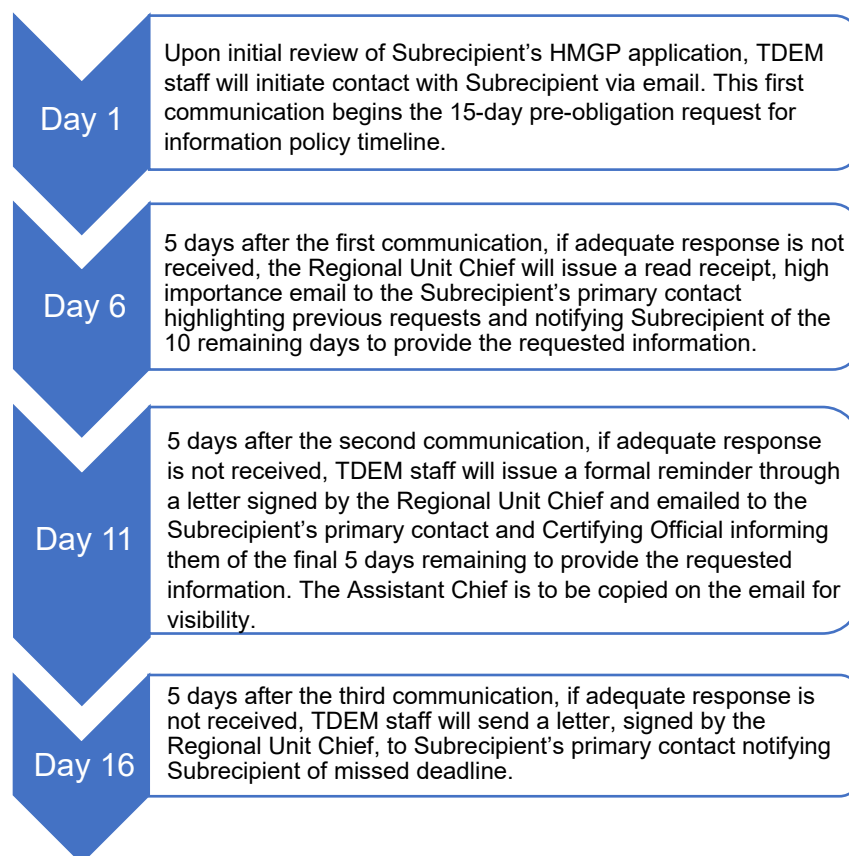


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) 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 Division 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 the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division 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 the Division within thirty (30) calendar days after the Division requests such refund.
3. Division 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), and;

3.1.2. The Division 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, the Division 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, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then 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. 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, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then 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. 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 with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division 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. The Division 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 the Division within 120 days from the date the original recoupment letter was sent, the Division 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 1–9-month period or prior to 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 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division 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, the Division 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 the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

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

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

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

3.2.4.2. If the Division 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 around the 90th day after the first demand letter was sent.

3.3. The Division 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) 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

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

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 Policy
Signature	Exhibit H: Pre-Obligation Request for Information Policy
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 HMGP-4485-0141-TX (1)

Title: City of Seabrook EOC Generator

NEPA DETERMINATION

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

Comment Utilizing the proposed HMGP grant, the City of Seabrook proposes to replace an existing back-up generator on an existing elevated platform and conduct electrical modifications at the Emergency Operations Center, located at 1400 Cook Ave, Seabrook, Harris County, TX (29.564744, -95.023674). By installing the new emergency generator dependable power supply will be immediately available to the City's Police Department and Emergency Operations Center. This will assure these critical operations will be available to the City during events that can create power outages such as tropical storms, hurricanes and severe winter storms such as Winter Storm Uri. This will assure emergency Police, Fire and Ambulance Services and water, sewer and drainage services can be properly managed and coordinated for all the citizens of the City of Seabrook.

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 M13. 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.
- dcook125 - 04/27/2023 16:03:32 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*m13	(*m13) Construction or installation of structures, facilities, or equipment for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	

17:13:17

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0141-TX (1)

Title: City of Seabrook EOC Generator

Environmental Law/ Executive Order	Status	Description	Comment
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 located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - dcook125 - 04/27/2023 16:04:18 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within an AE zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 48201C1085M, dated 01/06/2017. Initial Disaster Public Notice was published on 04/28/2020 and 08/05/2021. 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. - dcook125 - 04/27/2023 16:01:52 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	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 4/26/23, for the site indicates that the area is not located within, nor does it affect a designated wetland. - dcook125 - 04/27/2023 16:02:06 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0141-TX (1)

Title: City of Seabrook EOC Generator

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No disproportionately high and adverse impact on low income or minority population - 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	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - 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	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II; Section D.2.a of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - amccomb1 - 04/27/2023 15:52:58 GMT
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	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0141-TX (1)

Title: City of Seabrook EOC Generator

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.

The project and all its attendant utilities are supporting a critical action and must be elevated or otherwise protected to the 0.2% annual chance (500-year) base flood elevation (BFE) or higher. The applicant must submit documentation to FEMA upon closeout supporting compliance with this condition. Documentation related to determination of the 500-year BFE may consist of a permit issued by the local entity responsible for floodplain ordinance compliance; an email or letter from the local floodplain official; an elevation certificate; a statement or study signed by a qualified engineer; and/or reference to a FEMA Flood Insurance Study or other FEMA flood product or tool. Where multiple sources of flood hazard information are available for a proposed project site, such as where there is both an Effective and Preliminary FIRM or both an Effective FIRM and Advisory Flood Hazard Information, the best available information is the source which provides the highest 500-year BFE. In situations where elevating or otherwise protecting to the 500-year BFE, would not be practicable due to engineering feasibility and cost, then the documentation submitted to FEMA must also include proof/justification as to why doing so would not be practicable based on those factors.

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

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 with 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.

Record of Technical Consideration and Benefit Cost Summary

Project Summary

Program:	HMGP
Project Number:	4485-0141-TX
Sub-Recipient:	Harris County
County or Parish:	Harris County
Project Title:	City of Seabrook EOC Generator
Project Type:	Generator
Phase:	Non-Phased
Total Project Cost	\$325,000 (provided by Applicant)

BCA Summary

Analyst:	FEMA
Benefit Coast Analysis:	Streamline Process for Sub-\$1 million Project Post
Benefit Cost Ratio:	1.0
Hazard Type Analysis:	Infrastructure Failure
Property Structure Type:	Critical Facility Building
Mitigation Action:	Generator
Type of Service:	Other
Number of Generators:	1: 230 kW

Objective

The main objective is to review the information submitted by the subrecipient to ensure completeness, adherence to programmatic guidelines and cost allowability and to determine if there are any pre award conditions that should be applied to the project prior to the award of funding. Additionally, the project will



FEMA

be reviewed for post award conditions that will be required for closeout. Project data and information submitted should have enough information to demonstrate the project is sustainable and cost-effective and will be designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters.

Scope of Work

This project proposes the replacement of backup power generator at the City's Police Department and Emergency Operations Center. The project will be constructed in Zone X as seen on FEMA FIRM listed below.

Generator	Latitude	Longitude	Flood Information Used
City's Police Department and Emergency Operations Center. 230 kW	29° 33' 53.1"N	95° 01' 25.3"W	FEMA FIRM 48201C1085M effective 1/6/2017

All activities shall be completed in strict compliance with Federal, State and Local Applicable Rules and regulations including but not limited to 44CFR 60.3.

Conditions

1. Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.
2. Subapplicant/Subrecipient must acquire all applicable federal, state, tribal and/or local permits.

**CITY OF SEABROOK
RESOLUTION 2024-20
ACCEPTANCE OF HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE
EOC/POLICE DEPARTMENT GENERATOR – DR-4485-0141**

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-4485-0141, CITY OF SEABROOK EMERGENCY OPERATIONS CENTER GENERATOR; 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 2022-18 on June 7, 2022, authorizing submittal of a FEMA Hazard Mitigation Grant Program (HMGP) application in response to Federal Disaster Declarations DR-4485-0141 in the State of Texas; and

WHEREAS, the City’s FEMA HMGP Grant Application outlined the refit of the EOC/Police Department Generator; 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 recently received notice of a grant sub-award for the generator; 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 for the full project; 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-4485-0141, EOC/Police Department Generator.

PASSED AND APPROVED this 17th day of September, 2024.

Thomas G Kolupski
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Resolution 2024-21 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4586-0078 for Sewer System Portable Generators.

Executive Summary / Background:

That the City Council passed this resolution authorizing the Grant Administrator and City Staff to submit this HMGP grant application for funds to acquire a generator and associated costs for backup power for the Sewer System with Portable Generators 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. DR-4586-0078-City-of-Seabrook-Sewer-System-Portable-Generators-Award-Package
2. Resolution 2024-21

Prior Action / Review by Council, Boards, Commissions:

The City Council of the City of Seabrook approved Resolution 2022-20 on June 7, 2022, authorizing submittal of a FEMA Hazard Mitigation Grant Program (HMGP) application in response to Federal Disaster Declarations DR-4586-0078 in the State of Texas.

Staff Recommendation:

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



August 29, 2024

The Honorable Thom Kolupski
Mayor, City of Seabrook
1700 First Street
Seabrook, TX 77586

Subject: Sub-Grant Award

Dear Mayor Kolupski:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4586, Texas Severe Winter Storms. 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
FEMA Project Number: 0078
Project Title: City of Seabrook Sewer System Portable Generator
Period of Performance (POP): August 1, 2024 to August 18, 2025.

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	8/1/2024	\$412,500.00	90%	\$371,250.00	10%	\$41,250.00

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	8/1/2024	\$7,000.00	100%	\$7,000.00	0%	\$0

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 proposes to purchase three portable emergency generators to maintain sewer flow and continue operations at the City's lift stations during future power loss events. The generators, when not in use will be stored on a trailer inside the public works building located at 1100 Red Bluff Road, Seabrook, Harris County, TX (29.58518, -95.01446).

The city currently has four portable generators for the current purpose of maintaining sewer service for its entire service system. However, the City's system currently contains 20 lift stations, and these generators are insufficient to provide service to all lift stations during system wide power losses. The proposed additional three portable generators are necessary for the city to assure service for the remaining 40 percent of its sewer collection and transmission system. MC activities include pre-award and award administration. Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
Public Works Building	1100 Red Bluff Road, Seabrook, Harris County, TX	125kW	(3) Portable	29.5844	-95.0147

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX M13). FEMA concludes

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that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

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 with 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 and the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Merryll Holmes at merryl.holmes@tdem.texas.gov.

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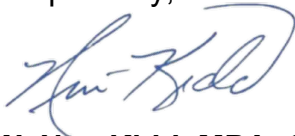
Thom Kolupski, Mayor

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, Merryl Holmes, at 281-794-4102 or merryl.holmes@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
Technical Recommendation Report
Revised BCA Report

Copy: Gayle Cook, City Manager
gcook@seabrooktx.gov

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FEMA

August 1, 2024

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

Attn: Mr. Josh Davies, State Hazard Mitigation Officer

RE: DR-4586-0078-TX
City of Seabrook – City of Seabrook Sewer System Portable Generator
Assistance Listing 97.039 Hazard Mitigation Grant Program

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 Sewer System Portable Generator project. The total project cost is \$412,500.00. The Federal share in the amount of \$371,250.00, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4586-DR-TX. The non-federal match requirement of \$41,250.00 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 Assistance Act, subrecipient Management Costs (MC) in the amount of \$7,000.00 are available to the City of Seabrook at a Federal Cost Share of 100%.

Summary of funding for the project is illustrated below:

DR-4586-0078-TX	Federal Share	Non-Federal Share	Total
Project Costs	\$371,250.00 (90%)	\$41,250.00 (10%)	\$412,500.00 (100%)
Subrecipient Management Costs	\$7,000.00 (100%)	\$0.00 (0%)	\$7,000.00 (100%)
Total Obligation	\$378,250.00	\$41,250.00	\$419,500.00

The following is the approved Scope of Work (SOW) for the above-referenced project: The City of Seabrook proposes to purchase three portable emergency generators to maintain sewer flow and continue operations at the City's lift stations during future power loss events. The generators, when not in use will be stored on a trailer inside the public works building located at 1100 Red Bluff Road, Seabrook, Harris County, TX (29.58518, -95.01446).

The city currently has four portable generators for the current purpose of maintaining sewer service for its entire service system. However, the City's system currently contains 20 lift stations, and these generators are insufficient to provide service to all lift stations during system wide power losses. The proposed additional three portable generators are necessary for the city to assure service for the remaining 40 percent of its sewer collection and transmission system.

MC activities include pre-award and award administration.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
Public Works Building	1100 Red Bluff Road, Seabrook, Harris County, TX	125 kW	(3) Portable	29.5844	-95.0147

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 #m13 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.

Environmental Conditions:

- 1) For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 C.F.R. Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for

implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

- 2) 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 with the requirements and to the satisfaction of the governing local, state and federal agencies.

Technical Conditions:

- 1) The project and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year BFE plus the freeboard required per ASCE-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
 1. Determination of the BFE may be provided by the local floodplain administrator. This may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
 2. If multiple sources of flood hazard data are available for a project site, use the best available information. The best available information is the source which provides the highest BFE or BFE plus freeboard. Engineering Technical Recommendation and Benefit Cost Analysis (BCA) Summary April 15, 2024.
 3. In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA with a justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.
- 2) FEMA approved BCA (file titled "4586-0078-SeabrookSewerSystem_FEMArevised BCA-04-04-2024") is attached to this recommendation. This BCA file must be used for any future SOW and/or budget modifications.

FEMA will not establish activity completion timeframes for individual subawards. The Period of Performance (POP) for DR-4586-TX is August 18, 2025, which is 36 months from the close of the application period. 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 or 2023 Hazard Mitigation Assistance Program and Policy Guidance HMGP MC, 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. Title 44 of the Code of Federal Regulations (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 will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates are not determination of the allowability of costs.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors 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, Technical Recommendation Report, and revised BCA report are included for your records.

Chief Kidd
August 1, 2024
Page 5

If you have any questions regarding the information, please contact Erin Hillman, Hazard Mitigation Assistance (HMA) Specialist, at (202) 880-7028 or Erin.Hillman@fema.dhs.gov.

Sincerely,

**BRIANNE M
SCHMIDTKE** Digitally signed by
BRIANNE M SCHMIDTKE
Date: 2024.08.21
08:57:41 -05'00'

Brianne Schmidtke
HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
Technical Recommendation Report
Revised BCA Report



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

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). 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 \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. 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, as defined in [2 C.F.R. §170.315](#), certify that the 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 the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as 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 assure 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 is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to 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 Agents 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 them with managing its Public Assistance and Hazard Mitigation grants (or other), they 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. The Subrecipient is solely responsible for sharing written communications with the consultant. The 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 is required in 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:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. 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 amount of this 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 in additional 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.

1. 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).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (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 grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds 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 Principals 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 Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

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, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. 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) circulars,

terms and conditions of this award and the approved application.

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.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using 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;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires 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
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients 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 subrecipients to attain training. Federal procurement training may be required of some recipients 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 statutory authority for the grant. Award funds must not be used for matching 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 C.F.R. §25.300](#), TDEM will not make a subaward unless the 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](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database 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 [2 C.F.R. Part 25, Appendix A](#).
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 ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - 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 C.F.R. §170.320](#).
 - 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 C.F.R. §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](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. 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
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. 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.
10. 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 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 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
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
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 grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

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.

- a. 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.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in 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 subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

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 audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) 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 contract.
2. 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.
3. 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 rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), 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 any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct 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.

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 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, Amendments, Suspensions or Termination

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 subrecipient award. Any alteration, addition, or deletion to this agreement 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 of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to 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. 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. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails 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. Withhold future awards for the grant program; and
8. 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.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

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. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The 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.

XVI. Closing of this Award

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

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. 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 Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access 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.

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 60 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 done 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 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted 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 period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

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 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 90 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 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 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 a subrecipient does not agree with the determinations made by DHS/FEMA, the 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. 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 the subrecipient within the following time frames:

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

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation 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 days.

For presidentially declared disasters on or after October 30, 2012, a 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 Applicant 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 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the 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. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 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 the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

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). 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 of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

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 period consists of 4 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 subrecipients until all QPRs are submitted to TDEM.

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 will require additional reporting or may take any other appropriate action to comply with 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 in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. 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). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient 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), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

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

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, 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 subrecipient, I certify that subrecipient

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 grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, 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 this grant 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 and 44 C.F.R. Part 19), 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. §§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 agreement 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 sub-agreements.
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 \$10,000.00 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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (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, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will 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.
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 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

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

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

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 Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant 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 this Grant.
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 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 and 44 C.F.R. Part 19), 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. §§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 agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. 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.
12. 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
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 sub-agreements.
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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

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 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. 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 at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- 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 C.F.R. 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, in Subpart B of 2 C.F.R. 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 and form SF-424, item number 17 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 insure 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. (See UGMS Section __.36 for additional guidance on contract provisions).

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, 44 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 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 [SAM.gov](https://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

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. 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.

b. Duplication of Program Statement

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

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. 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.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

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. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

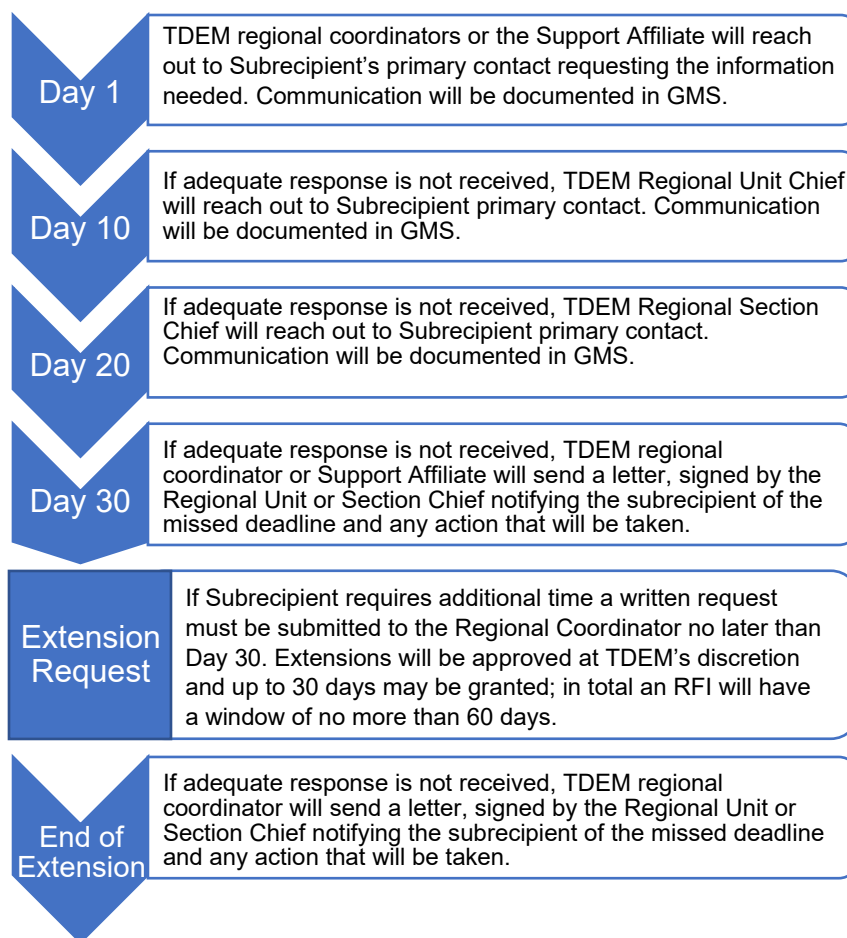


Exhibit H: Pre-Obligation Request for Information Policy

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 period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

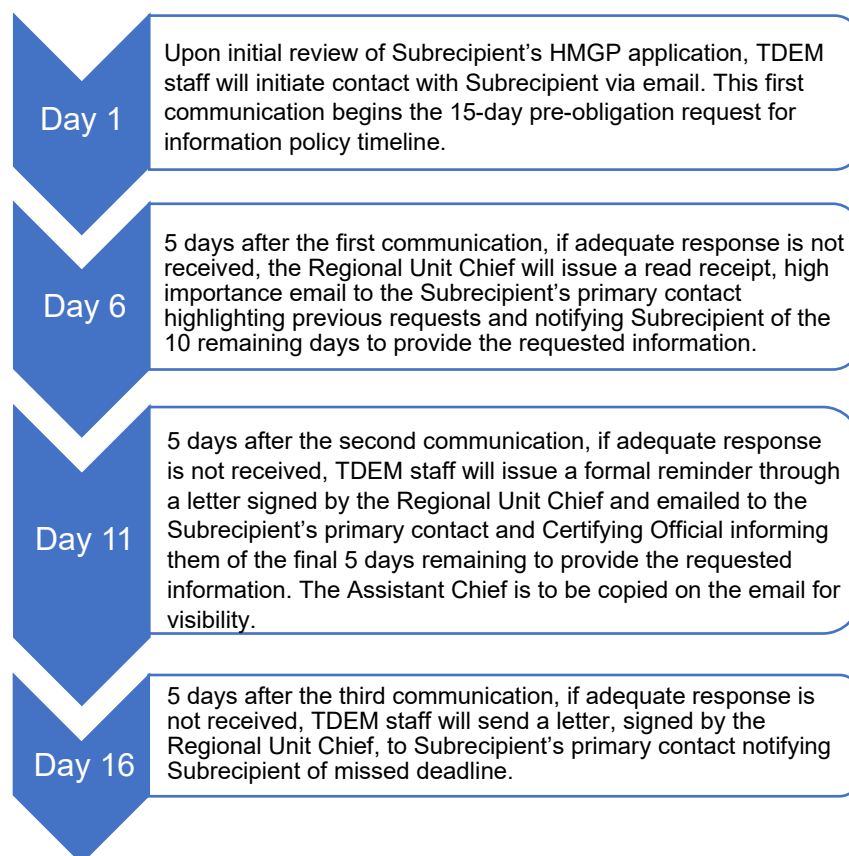


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) 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 Division 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 the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division 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 the Division within thirty (30) calendar days after the Division requests such refund.
3. Division 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), and;

3.1.2. The Division 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, the Division 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, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then 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. 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, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then 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. 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 with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division 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. The Division 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 the Division within 120 days from the date the original recoupment letter was sent, the Division 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 1–9-month period or prior to 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 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division 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, the Division 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 the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

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

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

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

3.2.4.2. If the Division 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 around the 90th day after the first demand letter was sent.

3.3. The Division 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) 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

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

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

Exhibit F: Additional Grant Certifications

Exhibit G: Request for Information Policy

Exhibit H: Pre-Obligation Request for Information Policy

Exhibit I: Recoupment of Funds

Signature of Certifying Official

Title

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0078-TX (1)

Title: City of Seabrook Sewer System Portable Generator

NEPA DETERMINATION

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

Comment The City of Seabrook proposes to purchase three (3) portable emergency generators to maintain sewer flow and continue operations at the City's lift stations during future power loss events. The generators, when not in use will be stored on a trailer inside the public works building located at 1100 Red Bluff Road, Seabrook, Harris County, TX (29.58518, -95.01446).

The City currently has four (4) portable generators for the current purpose of maintaining sewer service for its entire service system. However, the City's system currently contains twenty (20) lift stations and these generators are insufficient to provide service to all lift stations during system wide power losses. The proposed additional three (3) portable generators are necessary for the City to assure service for the remaining 40% of its sewer collection and transmission system.

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 M13. 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.
- spandey3 - 04/25/2023 14:20:42 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*m13	(*m13) Construction or installation of structures, facilities, or equipment for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0078-TX (1)

Title: City of Seabrook Sewer System Portable Generator

Environmental Law/ Executive Order	Status	Description	Comment
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 located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - spandey3 - 04/25/2023 14:21:38 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The portable generator storage area is located within an AE zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 48201C1085M, dated 1/6/2017. Initial Disaster Public Notice was published on 3/19/21. 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. - spandey3 - 04/25/2023 14:24:47 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	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 04/25/2023, for the site indicates that the area is not located within, nor does it affect a designated wetland. - spandey3 - 04/25/2023 14:26:45 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0078-TX (1)

Title: City of Seabrook Sewer System Portable Generator

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No disproportionately high and adverse impact on low income or minority population - 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	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - 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	Not type of activity with potential to affect historic properties - 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:

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4586-0078-TX (1)**Title:** City of Seabrook Sewer System Portable Generator

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

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.

Record of Technical Consideration and Benefit Cost Summary

Project Summary

FEMA Program:	HMGP
Project Number:	4586-0078
Subrecipient:	City of Seabrook
County or Parish:	Harris County
Project Title:	City of Seabrook Sewer System Portable Generator
Project Type:	Generator
Phase:	Un-Phased
Project Budget:	\$412,500

BCA Summary

Analyst:	Melanie Perello
Projected Benefit:	\$3,814,930
Projected Cost:	\$887,014
Benefit Cost Ratio:	4.3
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Damage and Frequency Relationship:	Professional Expected Damages
Hazard Type Analysis:	Infrastructure Failure
Property Structure Type	Utilities
Type of Service:	Wastewater
Number of Generators:	3
BCA Reanalysis:	Yes
Subrecipient BCA File Name:	Copy of fema_bca_toolkit-6.0_Portable_RFI



FEMA

FEMA Reanalysis BCA SUMMARY

Projected Benefits:	\$662,656
Projected Cost:	\$443,507
Benefit Cost Ratio:	1.49
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Damage and Frequency Relationship:	Professional Expected Damages
Hazard Type Analysis:	Infrastructure Failure
Property Structure Type	Utilities
Type of Service:	Wastewater
Number of Generators:	3
FEMA:	Recommended
Reanalysis Summary:	Reduced the Number of Customers Served to 2,056 based on an estimate of each lift station serving no more than 1/20 th of the city population. No documentation provided to justify the higher number of customers used in the subrecipient's BCA.
FEMA BCA File Name:	4586-0078-SeabrookSewerSystem_FEMArevisedBCA-04-04-2024

Objective

FEMA funds projects that reduce the risk to people and property from natural hazards. FEMA reviews all subapplications for eligibility and compliance with program requirements. This includes a program, technical, and Environmental and Historic Preservation (EHP) review. The technical review determines if the proposed project is technically feasible and cost-effective. This review may also identify pre- or post-award conditions. The conditions listed below must be met by project closeout. This record is not a project approval.

Scope of Work

The City of Seabrook proposes the procurement and installation of three portable 125-kW diesel generators. The generators will mitigate wastewater lift stations from power loss due to natural hazards. Generators will supplement the existing set of four portable generators serving the community's 20 lift stations. Each generator deployed to a lift station during a power outage. The city would run the portable generators for approximately 6 to 8 hours a day before redeploying to another lift station. This would enable the city to maintain 7 of the 20 lift stations in its system service at any time. Each portable generator will be stored on a trailer ready for deployment at the city public works

building. The generators can be deployed to any of the 20 lift stations in the city wastewater system. See Table 1 for provided location information and flood zones.

The subrecipient provided documentation from Brian Craig, PE (Texas license #105946) stating that the 125-kW generator capacities are sufficient to maintain the essential functions of the lift stations.

The scope of work includes the procurement of three portable generators. No electrical wiring or site preparation was identified in the scope of work. Generator testing will be completed after installation.

Minimum elevation of the generator and all electrical components will be 500-yr flood event or the 100-year plus freeboard required by ASCE-24, whichever is higher. The generator will be anchored per ASCE 24 requirements. All project components must be in compliance with latest edition of codes and standards required by Federal, State and Local Rules and regulations.

Table 1: Generator Locations

Name	Latitude	Longitude	Flood Zone	FIRM
1100 Red Bluff Rd – Public Works Building	29.5844	-95.0147	AE	48201C1085M, effective on 1/6/2007
Lift Station 1	29.589777	-95.000704	0.2%	48201C0545L, effective on 6/18/2007
Lift Station 2	29.591142	-94.999972	AE	48201C1085M, effective on 1/6/2007
Lift Station 3	29.589777	-95.000704	AE	48201C1085M, effective on 1/6/2007
Lift Station 4	29.580549	-95.007190	AE	48201C1085M, effective on 1/6/2007
Lift Station 5	29.552196	-95.022844	VE	48201C1095M, effective on 1/6/2007
Lift Station 6	29.577437	-95.012488	AE	48201C1085M, effective on 1/6/2007
Lift Station 7	29.566617	-95.024761	AE	48201C1085M, effective on 1/6/2007
Lift Station 8	29.561317	-95.034198	AE	48201C1095M, effective on 1/6/2007
Lift Station 9	29.558703	-95.039871	AE	48201C1085M, effective on 1/6/2007
Lift Station 11	29.576080	-95.030304	AE	48201C1085M, effective on 1/6/2007
Lift Station 12	29.570045	-95.031066	AE	48201C1085M, effective on 1/6/2007
Lift Station 13	29.5736	-95.0326	0.2%	48201C1085M, effective on 1/6/2007
Lift Station 14	29.576080	-95.030304	AE	48201C1085M, effective on 1/6/2007
Lift Station 16	29.589783	-95.036557	AE	48201C1085M, effective on 1/6/2007
Lift Station 17	29.590821	-95.037845	AE	48201C1085M, effective on 1/6/2007

Name	Latitude	Longitude	Flood Zone	FIRM
Lift Station 18	29.589560	-95.039474	AE	48201C1085M, effective on 1/6/2007
Lift Station 19	29.5836673	-95.038186	AE	48201C1085M, effective on 1/6/2007
Lift Station 20	29.584546	-95.027985	0.2%	48201C1085M, effective on 1/6/2007

Benefit Cost Analysis

A Benefit Cost Analysis (BCA) was completed, the following information was applied:

	Data	Data Used in BCA	Source
1	Project Useful Life	19	Default value for BCA Toolkit
2	Cost	\$412,500	Project budget for subapplication.
3	Maintenance Cost	\$3,000	Provided by subrecipient. Estimated \$1,000 per generator.
4	Number of Customers	2,056	Service estimated for 3/20 th of the city population. City population was 13,708 in July 2022, according to the US Census Bureau.
6	Damages Before Mitigation	Default	Default values from BCA Toolkit
7	Damages After Mitigation	Default	Default values from BCA Toolkit

Conditions

1. The project and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year BFE plus the freeboard required per ASCE-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.

- Determination of the BFE may be provided by the local floodplain administrator. This may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
- If multiple sources of flood hazard data are available for a project site, use the best available information. The best available information is the source which provides the highest BFE or BFE plus freeboard.

- c) In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA with a justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.
2. FEMA approved BCA (file titled "4586-0078-SeabrookSewerSystem_FEMArevisedBCA-04-04-2024" is attached to this recommendation. This BCA file must be used for any future scope of work and/or budget modifications.

MELANIE M
PERELLO

Digitally signed by
MELANIE M PERELLO

Date: 2024.04.15
13:29:06 -04'00'

Melanie Perello

Program Analyst, Ph.D.



Welcome

Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs.

The end result is a Benefit-Cost Ratio (BCR), which is calculated by a project's total benefits divided by its total costs.

FEMA requires a BCA to validate cost effectiveness of proposed hazard mitigation projects prior to funding.

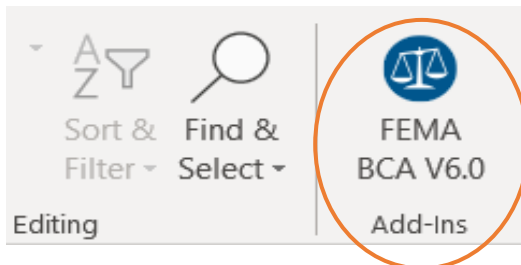
For a community and/or property, this tool will assist with:

- Estimating Annual Hazard Risks
- Evaluating Mitigation Cost Effectiveness
- Developing Aggregate Benefit-Cost Models

For more information, including methodologies of the calculation models used in this tool, visit [FEMA BCA Website](#).

Getting Started

Click on the "BCA Calculator" button on the ribbon bar.



Template Last Updated: July 17, 2019

1

**CITY OF SEABROOK
RESOLUTION 2024-21
ACCEPTANCE OF HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE
SEWER SYSTEM PORTABLE GENERATORS – DR-4586-0078**

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-4586-0078, SEWER SYSTEM PORTABLE GENERATORS; 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 2022-20 on June 7, 2022, authorizing submittal of a FEMA Hazard Mitigation Grant Program (HMGP) application in response to Federal Disaster Declarations DR-4586-0078 in the State of Texas; and

WHEREAS, the City’s FEMA HMGP Grant Application outlined the need for stand-by power by means of Sewer System Portable Generators; 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 recently received notice of a grant sub-award for the generators; 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 for the full project; 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-4586-0078 Sewer System Portable Generators.

PASSED AND APPROVED this 17th day of September, 2024.

Thomas G Kolupski
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: City Manager's Office

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval and renewal of an Agreement between the City of Seabrook and San Jacinto Community College District (SJCCD) for use of district facilities to stage personnel and equipment during declared disasters and authorize the City Manager to execute the agreement.

Executive Summary / Background:

Approval of this agreement ensures readiness for emergency response operations and provides a framework for efficient collaboration between the City and SJCCD during disaster situations.

The City of Seabrook and San Jacinto Community College District (SJCCD) have drafted an agreement, effective September 1, 2024, under the Interlocal Cooperation Act (Tex. Gov't Code Ann. §791.001 et seq.). This agreement addresses the need for collaboration in case of declared natural or man-made disasters within Harris County. Key points of the agreement include:

1. **Disaster Response Support:** SJCCD will provide its facilities for staging personnel and equipment necessary for disaster response operations when requested by the City of Seabrook. These facilities are well-suited for such activities due to their location, size, and available utilities, such as refrigeration and restrooms.
2. **Mutual Responsibilities:** The City of Seabrook will provide personnel, equipment, and ensure post-use waste disposal. SJCCD will provide facility access, utilities, and necessary support staff without compromising its regular operations.
3. **Financial Considerations:** Both parties acknowledge the potential for Federal Emergency Management Agency (FEMA) funds or other financial assistance to reimburse expenses related to disaster response. SJCCD is permitted to seek such

funding, and the City agrees to assist in these efforts.

4. **Term and Termination:** The agreement is for 12 months, with automatic annual renewals unless either party provides 30 days' notice for termination. Each specific deployment will have a task order detailing scope and timelines.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Agreement - San Jacinto College

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is entered into on September 18, 2024 (“Effective Date”) by and between **City of Seabrook, Texas**, a municipal corporation, ("City") and **San Jacinto Community College District** (“SJCCD”) pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq. City and SJCCD are collectively referred to as “Parties” and individually each a “Party.”

RECITALS:

WHEREAS, City and SJCCD recognize the vulnerability of the people located within Harris County, Texas, to a disaster that may result from natural or man-made causes; and

WHEREAS, During such a disaster, it may be necessary to stage personnel and equipment to serve large numbers of people in the area served by City; and

WHEREAS, Prior experience with natural and man-made disasters has shown that colleges are well suited to serve as staging points for this activity because: (1) their location is known to first responders within the community; (2) they have large assembly areas that can house responders for a short term; and (3) they have other necessary facilities such as refrigeration and restrooms that allow personnel and equipment to be staged effectively for response; and

WHEREAS, The Parties hereto desire to enter into an agreement to make facilities available for City to stage personnel and equipment during declared disasters.

NOW, THEREFORE, City and SJCCD, in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

TERMS:

I. Disaster

This Agreement will go into effect only if:

- (1) The Harris County Judge, or the Governor of the State of Texas, declares a disaster; and
- (2) Use of the facility does not impact SJCCD’s ability to conduct regular business operations; and

- (3) Use of SJCCD facilities by City does not create a financial burden to SJCCD or health or safety risk to SJCCD personnel; and
- (4) A separate task order, attached hereto and incorporated herein as Attachment A, shall be created for each deployment under this Agreement and shall be incorporated into this Agreement as corresponding Exhibits; and
- (5) SJCCD may request City to vacate any facility utilized by City with a seventy-two (72) hour notice if conditions noted in Item two (2) above is expected to occur after a task order has been signed.

II. Obligations of City

- (1) City will supply or arrange all equipment, and personnel necessary for operations conducted at SJCCD;
- (2) City will supply or arrange all equipment and personnel necessary for staffing, security, crowd control, and other tasks, except as provided herein; and
- (3) City will be responsible for disposal of any waste following its use of the facility.

III. Obligations of SJCCD

- (1) SJCCD will allow the use of the facility and utilities (power and water) normally associated with use as a school facility.
- (2) SJCCD will provide reasonable access to mutually agreed upon rooms, fixtures, and equipment existing at the facility that City regards as necessary for on-site use during the period of the disaster.
- (3) SJCCD will provide at least one person on-site during SJCCD's regular business hours for the duration of the declared disaster use with access to the rooms, fixtures, and equipment described herein, if such provision does not create a health or safety risk for SJCCD personnel.

IV. Term

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months and shall automatically renew for additional one-year periods. This Agreement may be canceled by either Party by providing thirty (30) days' written notice to the other Party.

Active deployment of this Agreement becomes effective the earlier of either the date of mobilization or when Attachment A is approved by SJCCD and City. The term of any active

deployment under this agreement may be cancelled by either party by giving with three (3) business days' notice to the other Party.

V. Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the Party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, to the parties at the following addresses:

TO THE CITY: City of Seabrook
 1700 1st Street
 Seabrook, TX 77586
 Attention: Kevin Rodgers

TO SJCCD: San Jacinto Community College District
 Attn: Office of Emergency Management
 4624 Fairmont Parkway
 Pasadena, Texas 77504

These addresses may be changed upon giving prior written notice of the change.

VI. Texas Public Information Act

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). SJCCD expressly understands and agrees that the City shall release any and all information necessary to comply with Texas law without the prior written consent of SJCCD.
- B) It is expressly understood and agreed that the City, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the City, whether or not the same are available to the public. It is further understood that the City, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the City, its officers, and employees shall have no liability or obligations to SJCCD for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the City in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the City receives a written request for information pursuant to the Act that affects SJCCD's rights, title to, or interest in any information or data or a part thereof, furnished to the City by SJCCD under this Agreement, then the City will promptly notify SJCCD of such request. SJCCD may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. SJCCD is

solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. SJCCD is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. SJCCD affirmatively consents to the disclosure of its e-mail addresses that are provided to the City, including any agency or department of the City. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by SJCCD and agents acting on behalf of SJCCD and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

VII. Limit of Appropriation

Prior to the execution of this Agreement, City has advised SJCCD and SJCCD clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that City has neither certified nor guaranteed funds under this Agreement and SJCCD shall have no cause of action whatsoever for money against City arising out of or in relation to this Agreement. Notwithstanding the foregoing, any funds appropriated under this Agreement will be from current revenue.

VIII. Right to Reimbursement

The parties acknowledge that Federal Emergency Management Agency (“FEMA”) Public Assistance Program Funds (emergencies and major disasters) and other financial assistance may be used to fund or reimburse SJCCD for goods and/or services provided under this Agreement, and SJCCD shall be permitted to seek and obtain such financial assistance for goods and/or services provided under this Agreement from any available sources. City agrees to reasonably cooperate with SJCCD in SJCCD’s efforts to seek reimbursement or funding, including, without limitation, through FEMA, in connection with goods and/or services provided under this Agreement. In accordance with 2 C.F.R. 200.337, City agrees to provide SJCCD, the State of Texas, the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, and any other agency or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of City and its subcontractors which are directly pertinent to this Agreement for the purposes of making/responding to financial assistance claims, audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to City’s personnel for the purpose of interview and discussion relating to such documents. City agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The parties acknowledge and agree that the Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to SJCCD, City, or any other party pertaining to any matter resulting from the Agreement.

IX. Governing Law

This Agreement shall be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement shall be in Harris County, Texas.

IN WITNESS WHEREOF, this instrument has been executed on behalf of City, by a duly authorized representative of the Harris County, Texas and on behalf of the San Jacinto Community College District by a duly authorized representative of the San Jacinto Community College District.

CITY OF SEABROOK

**SAN JACINTO COMMUNITY
COLLEGE DISTRICT**

By: _____
Gayle Cook
City Manager
Signed: _____

By: _____
Teri Zamora
Vice Chancellor, Fiscal Affairs
Date Signed: _____

Approved:

By: _____
Rachel Lewis
City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
David Olson
City Attorney

ATTACHMENT A
TASK ORDER
(follows behind)

TASK ORDER FOR FACILITY USAGE San Jacinto Community College District		TASK ORDER NO. CONTRACTOR	XXX TPWD
1. T. O. Title: TPWD STAGING FOR <DISASTER NAME AND NUMBER>			
1. Scope of Deployment Enter details of deployment, equipment totals and personnel expected to be housed at SJCC facilities.			
2. Clarifications Enter details of any mutually agreed upon exceptions to the contract or deployment details.			
5. Schedule: Enter the expected arrival and departure dates of the equipment and personnel. A new TO can be entered to extend a deployment if mutually agreed by all parties.			
6. Approvals:			
Harris County Public Health		_____ Date	
San Jacinto Community College District, TX		_____ Date	



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: Public Works

Presenter: Monica Comeaux, OST Member

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on an approved recommendation from the Open Space and Trails Committee on planting live oak trees along Main Street during the Winter Tree Planting event.

Executive Summary / Background:

The Open Space and Trails Committee has recommended planting live oak trees along Main Street as part of the upcoming Winter Tree Planting event. This initiative aims to enhance the streetscape, increase shade coverage, and contribute to the long-term beautification of the area with saltwater resistant species. The Committee has reviewed appropriate locations and will see these as donated trees where no cost but volunteer hours is needed.

Funding / Fiscal Information:

Supporting Materials Attached:

1. 2024-09-05 OST Requests 2
2. Live Oak Planting on Main Street

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

THE OPEN SPACE AND TRAILS COMMITTEE OFFICIAL REPORT

The Open Space and Trails Committee of the City of Seabrook met on **September 5, 2024**, to hold a meeting to consider:

Request for a

Live Oaks
Motion to approve tree planting along main street

THE OPEN SPACE AND TRAILS COMMITTEE MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☐ APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) ☒ DENIAL ☐

By a concurring vote of a majority of members of the Open Space and Trails Committee present at the meeting on **August 1, 2024**, as designated below and as certified by the signature of the Committee Chairperson. This document is not valid unless signed by the Committee Chairperson/Presiding Commissioner.

- During tree planting in winter
- species that are saltwater resistant

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Sally Antrobus	✓				SA
John Coggeshall	JC				JC
Monica Comeaux					
Debra Harper	✗				del
Nehemiah Jackson	NS				NS
Jesse Jones	JJ				JJ
David Popken	DP				DP

[Signature] for

Monica Comeaux, Committee Chairperson
Open Space and Trails Committee

ATTEST:

[Signature]

Amanda Morales
Deputy City Secretary

Seabrook City Council Meeting

September 17, 2024

Open Space and Trails Committee Recommendation
Live Oak Planting Along Main Street



Image capture: May 2024



Image capture: May 2024



Image capture: May 2024



Image capture: May 2024



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: City Secretary's Office

Presenter: Amanda Alvarado, Public Affairs Director

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a request from Yachty Gras for hotel occupancy tax (HOT) funds in the amount of \$10,000 for fiscal year 2024-2025, including a schedule for releasing funds to the applicant if approved.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Application - Yachty Gras
2. FY25 HOT Request Presentation 2

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Print

Hotel Occupancy Tax (HOT) Sponsorship/Grant Request Form - Submission #3225

Date Submitted: 8/28/2024

EXPLANATION OF HOTEL OCCUPANCY TAX SPONSORSHIPS

The purpose of City of Seabrook HOT Sponsorships are to provide funds to qualifying events and programs that have a direct impact on overnight hotel and motel room nights resulting in an increase in tourism activity in Seabrook.

HOTEL OCCUPANCY TAX USE GUIDELINES UNDER STATE LAW

The use of HOT funds is dictated by State law and defined in the Texas Tax Code (Subtitle D. Local Hotel/Motel Occupancy Taxes; Chapter 351. Municipal Hotel/Motel Occupancy Taxes). Use of the approved HOT funds, MUST by law, directly enhance and promote tourism and the convention and hotel industry, AND fall within one of the statutorily provided categories:

CONVENTION CENTERS AND VISITOR CENTERS

the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information center or both.

REGISTRATION OF CONVENTION DELEGATES

the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

ADVERTISING, SOLICITATION, AND PROMOTIONS

advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

PROMOTION OF THE ARTS

the encouragement, promotion, improvement, and application of the arts; including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

HISTORICAL RESTORATION AND PRESERVATION

historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites, museums, or exhibits.

SPORTING EVENT EXPENSE

funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population under 1 million.

SPORTING FACILITIES

enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.

TRANSPORTATION OF TOURISTS

funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:

- the commercial center of the city
- a convention center in the city
- Other hotels in or near the city
- tourist attractions in or near the city
- Directional Signage: signage directing the public to sights and attractions that are frequently visited within the municipality.

SIGNAGE

Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

SPONSORSHIP ALLOCATION

Seabrook City Council reviews and allocates all HOT Sponsorships. Events/programs must [complete the application process](#), execute a sponsorship agreement, abide by fund distribution procedures, complete the Seabrook special event permit application, and provide a detailed post-event report and presentation to the Seabrook City Council.

APPLICATION PROCESS

Events and qualifying programs that wish to receive a HOT Fund Sponsorship must [apply by completing an annual HOT Funding Request application](#).

The application requires all applicants to submit the following:

- A detailed budget (including profit/loss statement)
- Marketing Plan
- Historical event/program details
- An established hotel promo code to encourage overnight stays for vendors/patrons at one or more of Seabrook's lodging establishments.
- Documented proof that prior events/programs have had a direct impact on Seabrook hotels
- Statement of long-range goals for the event/program to be funded.

EVENTS/PROGRAMS THAT DO NOT GENERATE MEASURABLE HOTEL ACTIVITY MAY NOT BE ELIGIBLE FOR RECEIPT OF HOT FUNDS.

TIMELINE FOR 2024-2025 FISCAL YEAR

June 10, 2024	Application's Open
July 19, 2024	Application Deadline
July 23, 2024	City Staff Review and Discussion
July 31, 2024	City Council Review and Decision
August 1, 2024	Notification of Council's Decision

The council's decision regarding the allocation of Hotel Occupancy Tax (HOT) funding, as determined by the vote conducted during this meeting, is final and binding. There is no further appeal process available. All parties are expected to comply with this as adopted by the council.

Applications will be reviewed by city staff and then placed on a regular City Council meeting agenda. Applicants will be notified of the meeting and are highly encouraged to attend. All applications will then be reviewed by the Seabrook City Council and a decision on funding will be made during the review process. Special consideration may be given to first-time events/programs. First-time events/programs should immediately contact the Department of Public Affairs for information on how to proceed with an application.

SPONSORSHIP AGREEMENT

At the beginning of each fiscal year, city staff will prepare an agreement between the city and the awarded applicants. The agreement must be executed prior to the distribution of funds. The amount allocated in the agreement will reflect Seabrook City Council's decision during the application process. By executing the agreement, the event/program holder agrees to the fund distribution procedure and understands the City of Seabrook may not distribute funds if the reimbursement request does not meet qualifying expenditure criteria or in the event of a force majeure.

FUND DISTRIBUTION PROCEDURE

Funds will be distributed to applicants on a 75/25 basis. 75% of awarded funds will be distributed after October 1st of the year prior to the event, upon receipt of an invoice from the event holder. The remainder of the awarded funds will be paid after proof of ALL qualifying expenditures have been paid. Qualifying expenditures include but may not be limited to advertising, marketing,

promotional material, signage, promotion of the arts expenditures, visitor transportation expenses, and other expenditures that align with state law. All awarded applicants must provide the following documents for ALL awarded funds:

- itemized original vendor invoicing and
- proof of vendor payment

The final 25% invoice must be accompanied by all required documentation and submitted by [email to the Department of Public Affairs](#). City staff will verify that expenditures align with state law and may contact awarded applicants or vendors for further clarification if needed. Once expenditures are reviewed, the final event/program invoice will be submitted for processing according to the City of Seabrook Purchasing Policy. All awarded applicants must complete a City of Seabrook Vendor Packet prior to the distribution of funds. Funds will not be distributed to individuals. Funds shall only be distributed in the name of the event/program holder designated as authorized in the executed agreement.

SPECIAL EVENT PERMIT APPLICATION

All awarded applicants must [complete a City of Seabrook Special Event Permit Application](#) 45 days in advance of the event/program. The permit application will review the event/program in its entirety to ensure public safety is a top priority. Awarded applicants who do not complete the special event permit application according to city procedure may jeopardize the reimbursement/distribution of funds. **Events not held in Seabrook city limits and/or certain programs may receive a waiver if a special event permit is not applicable.*

EVENT/PROGRAM MARKETING, ADVERTISING, AND PROMOTIONAL REQUIREMENTS

To the best of the awarded applicants’ ability, all Seabrook lodging facilities should be listed on the event/program website and include current contact information and links to the facility. All Seabrook hoteliers must be made aware of the event/program, have access to mailing lists, and have sufficient time to participate in the bidding process for both primary bookings and overflow. Any promotional materials (brochures, website, advertisements, etc.) using HOT funds must include the City of Seabrook logo and link to [www.seabrooktx.gov](#). Any event/program signage is required to include the City of Seabrook logo. [Contact the Department of Public Affairs for the City of Seabrook branding and logo guidelines.](#)

POST-EVENT REPORT AND PRESENTATION

Awarded applicants must provide a Post-Event Report and present the report to Seabrook City Council within 60 days of the event/program completion. Awarded applicants must include documentation of how granted funds were spent and provide proof of payment. Seabrook City Council meets on the first and third Tuesday of each month. The event/program holder must coordinate with the Department of Public Affairs and the Office of the City Secretary for placement on a Seabrook City Council agenda. Any future consideration of funding from the City of Seabrook is dependent on the awarded applicant providing a report on the use and outcomes from prior funding by the City of Seabrook.

The outlined HOT Sponsorship Funding Procedures serve as a guide for city staff, applicants, and award applicants. The use of HOT fund revenue is limited to expenditures that directly enhance and promote tourism and the convention and hotel industry in Seabrook. Priority will be given to events/programs based on their ability to generate overnight visitors and tourism revenue to Seabrook.

DOES YOUR EVENT QUALIFY FOR FUNDING?*

☒

YES - My event/program results in overnight stays in Seabrook hotels or lodging facilities and meets at least 1 of the criteria listed above.

☐

NO - My event/program DOES NOT result in overnight stays and DOES NOT meet any of the criteria listed above.

PLEASE COMPLETE THE FOLLOWING INFORMATION ABOUT YOUR ORGANIZATION/GROUP.

PRIMARY CONTACT'S FIRST NAME*

Shanna

PRIMARY CONTACT'S LAST NAME*

Thiem

ORGANIZATION/GROUP NAME*

Yachty Gras Foundation

STREET ADDRESS*

454 E. Fair Harbor Lane. Houston, Tx 77079

MAILING ADDRESS

P.O. Box 905

If different from your street address

CITY*

Kemah

STATE*

TX

ZIP*

77565

PHONE NUMBER*

832-722-8809

EMAIL ADDRESS*

yachtygras1@gmail.com

DID YOUR EVENT/PROGRAM RECEIVE A HOTEL OCCUPANCY TAX SPONSORSHIP FOR THE FISCAL YEAR 2023/2024?*

☐ YES - My event/program received a HOT Sponsorship

☒ NO - My event/program did not receive a HOT sponsorship

PLEASE UPLOAD YOUR FY23/24 POST EVENT REPORT

No file chosen

POST EVENT REPORT

You have indicated that your event/program DID receive a HOT Sponsorship for Fiscal Year 23/24.

All events/programs that receive HOT funds are required to prepare and submit a Post Event Report.

The Post Event Report should include the following:

- Overview of the event/program
- Statement on the impact the event/program had on Seabrook hotels.
- Event/program budget, including information on how sponsorship funds were spent in accordance with State Law.
- Marketing plan with examples of advertisements
- A copy of the city-issued Special Event Permit or Special Event Permit Waiver.

HOW DID YOUR EVENT CAPTURE THE IMPACT OF OVERNIGHT STAYS IN SEABROOK?

Check all that apply.

- ☐ Hotel Room Blocks
- ☐ Participant Survey
- ☐ Registration Fee Discounts
- ☐ My event does not have a mechanism in place for capturing the number of participants or attendees who stay in Seabrook hotels.
- ☐ Other

PLEASE SPECIFY

APPROXIMATELY HOW MANY SEABROOK ROOM NIGHTS WERE A DIRECT RESULT OF YOUR EVENT/PROGRAM?

- ☐ I don't know how many room nights were a DIRECT result of my event.
- ☐ Less than 10 room nights
- ☐ 10 to 25 room nights
- ☐ 26 to 75 room nights
- ☐ 76 to 125 room nights
- ☐ 126 to 200 room nights
- ☐ 200 or more room nights

Please be prepared to elaborate and provide additional information on how this estimate is reported.

Identifying the overall hotel occupancy IS NOT considered to be a DIRECT result of an event/program.

HAS YOUR EVENT/PROGRAM RECEIVED A HOT SPONSORSHIP IN THE PAST?

- ☒ YES - My event/program has received HOT funds in the past
- ☐ NO - My event/program has never received HOT funds

IF YOUR EVENT/PROGRAM HAS RECEIVED HOT FUNDS IN A PRIOR YEAR, PLEASE INDICATE WHY YOU DID NOT RECEIVE FUNDS IN FY23/24.

We were notified by the members of City of Seabrook that Yachty Gras was not funded for FY23/24 due to special interest of some council member needing extra funding for their own special interest.

IF YOUR EVENT/PROGRAM HAS NEVER RECEIVED HOT FUNDS, PLEASE DESCRIBE YOUR EVENT IN DETAIL AND THE IMPACT YOUR EVENT/PROGRAM WILL HAVE ON SEABROOK HOTELS.

n/a

EVENT/PROGRAM INFORMATION

Please provide the following information about the event/program that you are seeking funds for.

NAME OF EVENT/PROGRAM*

Yachty Gras Foundation

FUNDING REQUESTED*

\$10,000. to \$15,000 as in the past

Please identify the amount of sponsorship funds you are seeking.

Due to the downward trend of Seabrook hotel occupancy funds, we kindly ask that you DO NOT seek funds in excess of prior year sponsorships/grants.

EVENT LOCATION(S)*

Select all that apply.

- ☒ City of Seabrook
- ☒ City of Kemah
- ☒ City of Nassau Bay
- ☒ City of Webster
- ☒ City of La Porte
- ☒ City of Houston

EVENT/PROGRAM DATE(S)*

10/27/2024

—

3/1/2025

The event/program date must be between October 1, 2024 and September 30, 2025.

EXPECTED ATTENDANCE*

20,000 plus

How many attendees/participants/guests do you anticipate to attend your event/program?

EVENT/PROGRAM BUDGET*

Budget PL.pdf

Please upload a detailed budget, including profit/loss statement, for your event/program.

MARKETING PLAN*

Marketing

PlanHistoryEventsLongterm goals mission statement.pdf

Please upload your event/program's marketing plan.

HOTEL PROMO CODE*

Seabrook Promo Code.pdf

Please upload the documentation stating the hotel promo code that has been established for your event/program.

HOTEL IMPACT REPORT*

Hotel Occupancy FY2223 Seabrook.pdf

Please upload any documentation showing the direct impact your prior event/program has had on Seabrook hotels.

IN ADDITION TO A HOTEL PROMO CODE, HOW WILL YOU TRACK AND REPORT THE DIRECT IMPACT OF OVERNIGHT STAYS IN SEABROOK HOTELS AND LODGING FACILITIES?*

We have a Yachty Gras committee member that reaches out to all hotels for a follow-up with the occupancy for the event weekend.

PLEASE IDENTIFY THE AMOUNT OF FUNDS ANTICIPATED TO BE RECEIVED FROM OTHER ORGANIZATIONS.**CITY OF KEMAH**

20,000

CITY OF LEAGUE CITY**CITY OF LA PORTE****CITY OF NASSAU BAY****OTHER MUNICIPALITY****ADDITIONAL SPONSORSHIPS**

17,500

*not provided by a municipality.

ACKNOWLEDGMENT

Prior to submitting this form, please acknowledge and confirm the following:

IS THE INFORMATION PROVIDED IN THIS APPLICATION TRUE AND CORRECT?*

- ☒ YES
☐ NO

DO YOU UNDERSTAND THAT FUNDS RECEIVED FROM THE CITY OF SEABROOK'S HOTEL OCCUPANCY TAX FUND MUST BE USED IN COMPLIANCE WITH TEXAS STATE LAW AS OUTLINED ON THIS APPLICATION?*

- ☒ YES
☐ NO

SIGNATURE*

Shanna Thiem

TODAY'S DATE*

8/28/2024



HOT SPONSORSHIP REQUESTS FOR 2024/2025

FY25 BUDGET

SEPTEMBER 17, 2024

WHAT IS HOT?

Under Texas Tax Code, Seabrook may collect up to 7% of the paid price of a hotel room. This includes bed and breakfast businesses and short-term rentals. The city must report these taxes and separate the revenue and expenditures from the general fund. These funds are regulated and may only be used for qualifying expenditures.

THESE FUNDS ARE REGULATED AND MAY ONLY BE USED FOR QUALIFYING EXPENDITURES.

- 1 Every expenditure must DIRECTLY enhance & promote tourism & the convention/hotel industry**
- 2 Every expenditure must clearly fit into one of nine statutorily provided categories**

ENHANCING & PROMOTING TOURISM & THE HOTEL INDUSTRY

TOURISM is defined as guiding or managing individuals who are traveling to a different, city, county, state, or country. A **DIRECT** promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, personnel or a facility likely to cause increased hotel or convention activity.

Texas law states that HOT funds may not be used for general revenue purposes or general governmental operations of a municipality. For example, HOT cannot be used for parks, lighting, restrooms, roads, sidewalks, trails, or landscaping.

Best Practice

To determine if an event or program qualifies for HOT funding, ask this question:

Did this event or program put **HEAD IN BEDS** in **Seabrook** hotels?

THE 9 HOT CATEGORIES

- 1** Funding the establishment, improvement or maintenance of a convention center or visitor center.
- 2** Paying the administrative costs for facilitating convention registration.
- 3** Paying for advertising, solicitations and promotions that attract tourists and convention delegates to the city.
- 4** Expenditures that promote the arts.
- 5** Funding historical or preservation programs.
- 6** Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population under 1 million.
- 7** Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- 8** Funding transportation systems for tourists.
- 9** Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

EVENTS

The following events have requested to receive Hotel Occupancy Tax (HOT) Sponsorship Funding from the City of Seabrook for the 2024/2025 Fiscal Year:

BAY AREA HOUSTON BALLET & THEATER **APPROVED**

KEELS & WHEELS CONCOURSE D'ELEGANCE **APPROVED**

SEABROOK LUCKY TRAILS **APPROVED**

SEABROOK SALTWATER DERBY **APPROVED**

TEXAS OUTLAW CHALLENGE **APPROVED**

FALL FEST AT BARGE 295 **APPROVED**

YACHTY GRAS **IN REVIEW**

BAHBT - 49TH ANNUAL

OCTOBER 1, 2024 - JUNE 30, 2025

FUNDS
APPROVED **\$3,000**
+ \$1,500 FROM FY24



**APPROVED BY CITY COUNCIL ON
JULY 31, 2024**

ADDITIONAL FUNDING	
CITY OF EAGLE CITY	\$20,000
CITY OF NEWAU BAY	\$4,000
CITY OF HOUSTON	\$66,178
ADDITIONAL SPONSORSHIPS	\$80,000
TOTAL	\$170,178



KEELS & WHEELS

MAY 3 - 4, 2025

FUNDS
APPROVED **\$37,500**
NO CHANGE FROM FY24



APPROVED BY CITY COUNCIL ON
JULY 31, 2024

ADDITIONAL FUNDING	
CITY OF NASSAU BAY	\$50,000
ADDITIONAL SPONSORSHIPS	\$412,500
TOTAL	\$462,500



SEABROOK LUCKY TRAILS

MARCH 14 - 16, 2025

FUNDS
APPROVED **\$35,000**
- \$2,500 FROM FY24



**APPROVED BY CITY COUNCIL ON
JULY 31, 2024**

ADDITIONAL FUNDING
NONE SPECIFIED



SEABROOK SALTWATER DERBY

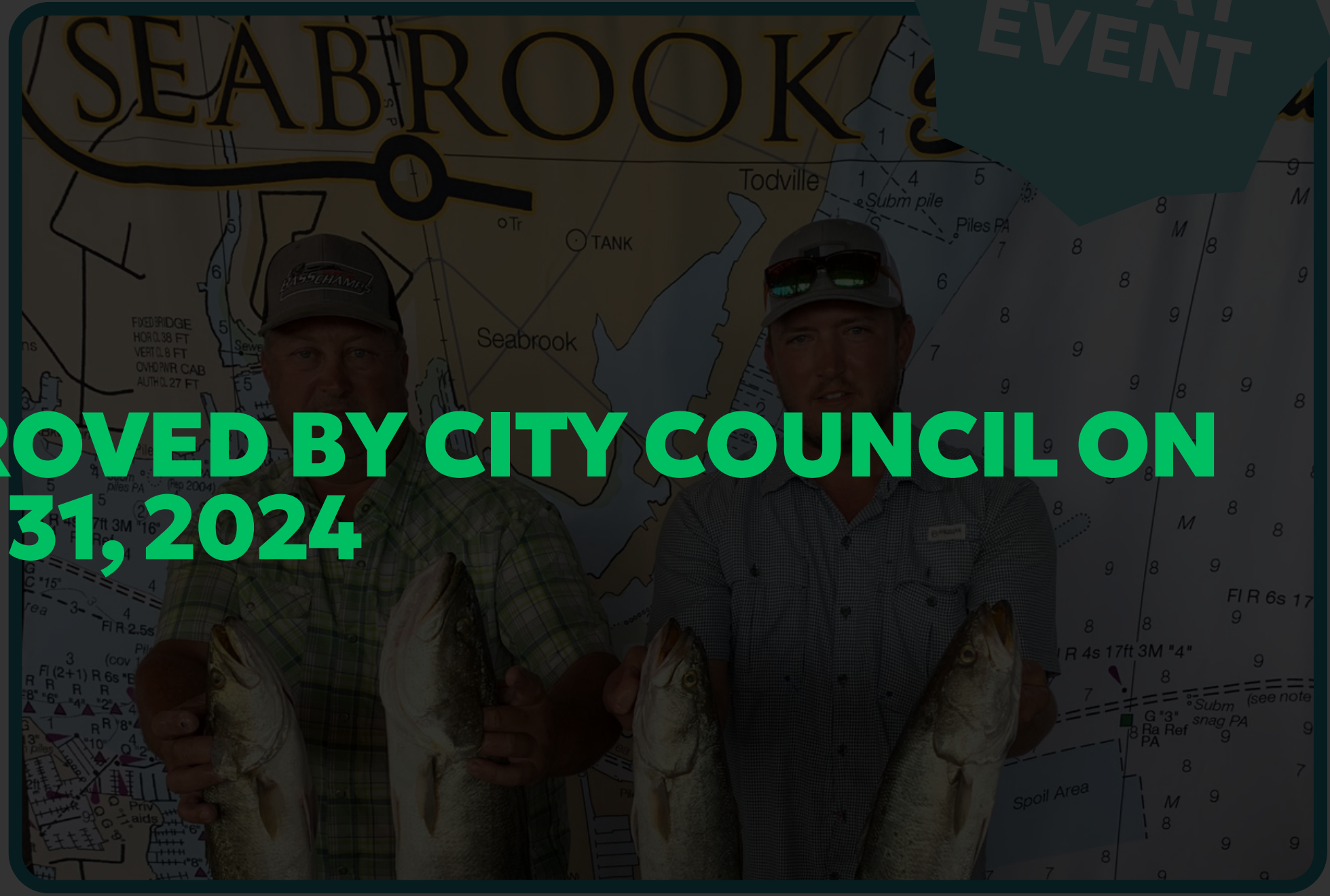
AUGUST 29 - SEPTEMBER 30, 2025

FUNDS
APPROVED **\$10,000**
+ \$2,500 FROM FY24



APPROVED BY CITY COUNCIL ON
JULY 31, 2024

2-DAY
EVENT



ADDITIONAL FUNDING

ADDITIONAL SPONSORSHIPS — \$15,000
TOTAL ————— \$15,000

TEXAS OUTLAW CHALLENGE

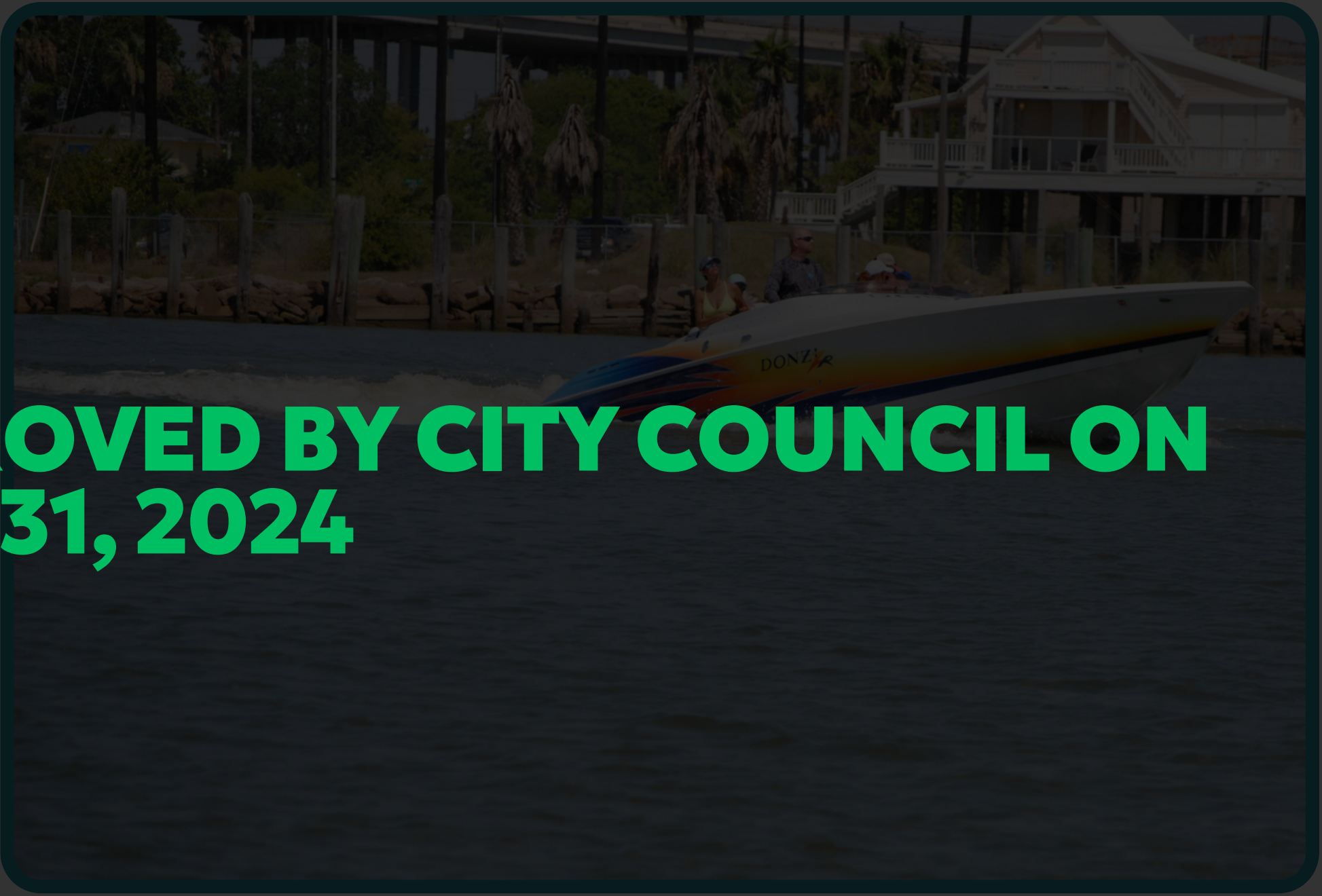
JUNE 18 - 22, 2025

FUNDS
APPROVED **\$30,000**
NO CHANGE FROM FY24



**APPROVED BY CITY COUNCIL ON
JULY 31, 2024**

ADDITIONAL FUNDING	
CITY OF KEMAH	\$25,000
CITY OF NASSAU BAY	\$15,000
TOTAL	\$40,000



FALL FEST AT BARGE 295

OCTOBER 11, 2024

FUNDS
APPROVED **\$10,000**



ADDITIONAL FUNDING
NONE SPECIFIED

**APPROVED BY CITY COUNCIL ON
SEPTEMBER 3, 2024**

**NEW
EVENT**



YACHTY GRAS

OCTOBER 27, 2024 - MARCH 1, 2025

FUNDS
REQUESTED **\$10,000**

FY 2024 Application

Based on state mandates and additional committee concerns, city council voted unanimously to no longer fund the yachty gras parade with hotel occupancy tax on June 20, 2023.

ADDITIONAL FUNDING
NONE SPECIFIED



PREVIOUS SPONSORSHIP FUNDING

EVENT/PROGRAM	FY18	FY19	FY20	FY21	FY22	FY23	FY24	REQUESTED FY25	RECOMMENDED FY25	APPROVED FY25
BAH BALLET & THEATER	\$6,000	\$8,000	\$6,000	\$2,000	\$5,000	\$2,000	\$1,500	\$3,000	\$3,000	\$3,000
BAY ACCESS SAILING	\$25,000	\$25,000	\$25,000	\$20,000	\$24,000	\$20,000	\$15,000	\$0	\$0	\$0
JFEST SOUTHWEST	\$15,000	\$15,000	\$15,000	\$12,000	\$13,000	\$12,000	\$9,000	\$0	\$0	\$0
IN REVIEW YACHTY GRAS	\$10,000	\$12,500	\$10,000	\$10,000	\$15,000	\$10,000	\$0	\$10,000	\$0	IN REVIEW
LUCKY TRAILS	\$25,000	\$25,000	\$25,000	\$20,000	\$50,000	\$50,000	\$37,500	\$35,000	\$35,000	\$35,000
KEELS & WHEELS	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$37,500	\$37,500	\$37,500	\$37,500
TEXAS OUTLAW CHALLENGE	\$30,000	\$40,000	\$30,000	\$30,000	\$50,000	\$40,000	\$30,000	\$30,000	\$30,000	\$30,000
GULF COAST FILM FESTIVAL	\$5,000	\$5,000	\$5,000	\$2,000	\$2,000	\$2,000	\$0	\$0	\$0	\$0
SALTWATER DERBY	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$7,500	\$10,000	\$10,000	\$10,000
FALL FESTIVAL CONCERT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,500	\$28,500	\$10,000
TOTAL	\$176,000	\$190,500	\$176,000	\$156,000	\$219,000	\$196,000	\$138,000	\$154,000	\$144,000	\$125,500

CLIP FROM FY24
PRESENTATION
GIVEN ON
JUNE 30, 2023.



Based on state mandates and additional committee concerns, it is the recommendation of the committee to no longer fund the Gulf Coast Film Festival and Yachty Gras Parade with Hotel Occupancy Tax, therefore, those events have been removed from this matrix.

SPONSORSHIP COMPLIANCE

Every event and program sponsorship recipient should comply with the requirements outlined within their HOT Sponsorship Agreement. These requirements include the following:



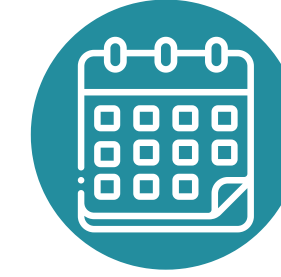
Submit and receive a Special Event Permit OR Request and receive a Waiver for the Permit.



Provide a Post-Event Report detailing the direct impact to Seabrook hotels.



Maintain an event/program website that identifies Seabrook as a sponsor and links to www.seabrooktx.gov.



Present Post-Event Report to Seabrook City Council within 60 days of event/program completion.



List ALL Seabrook lodging facilities with current contact info and links to facilities on event/program website.



Submit an invoice for 75% of funds once HOT Agreement has been signed by the applicant and approved by Seabrook City Council.



Notify ALL Seabrook lodging facilities of the event details/dates allowing sufficient time for facilities to participate & bid.



Submit an invoice for the remaining 25% of funds once Post-Event Report has been presented to Seabrook City Council.



Agenda Briefing

Date of Meeting: September 17, 2024

Responsible Department: City Secretary's Office

Presenter: Buddy Hammann, Mayor Pro Tem, At-Large Position 5

Briefing Prepared By:

Strategic Focus Area:

General Information:

Discussion regarding the establishment of more definitive guidelines for awarding HOT funds.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

City of Seabrook, Texas

August Monthly Financial Report

Fiscal Year Ending September 30, 2024

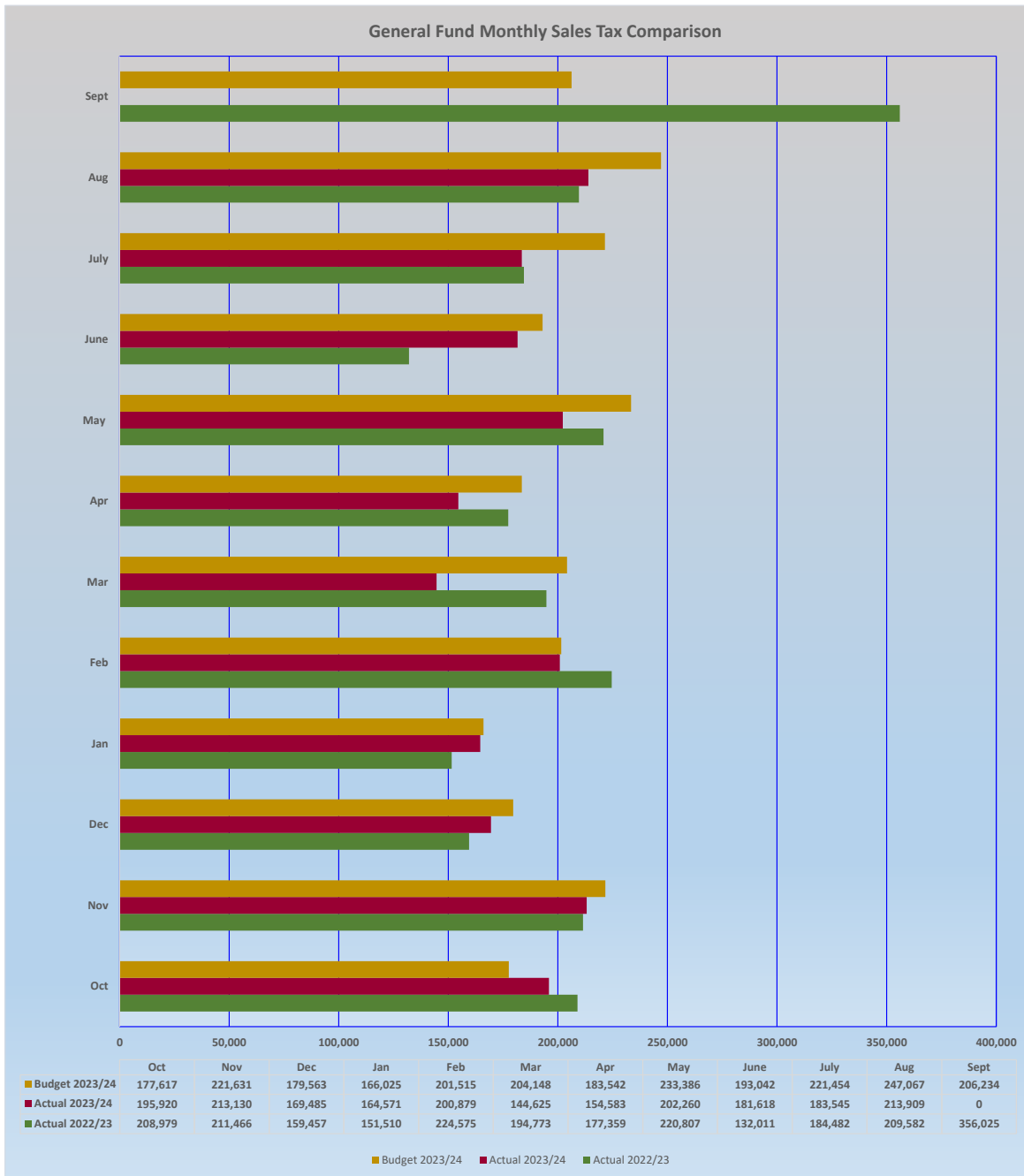


"The City of Seabrook is responsive, innovative and fiscally sound in delivering services that preserve, protect and enhance quality of life."

CITY OF SEABROOK
GENERAL FUND - MONTHLY REPORT
August 31, 2024

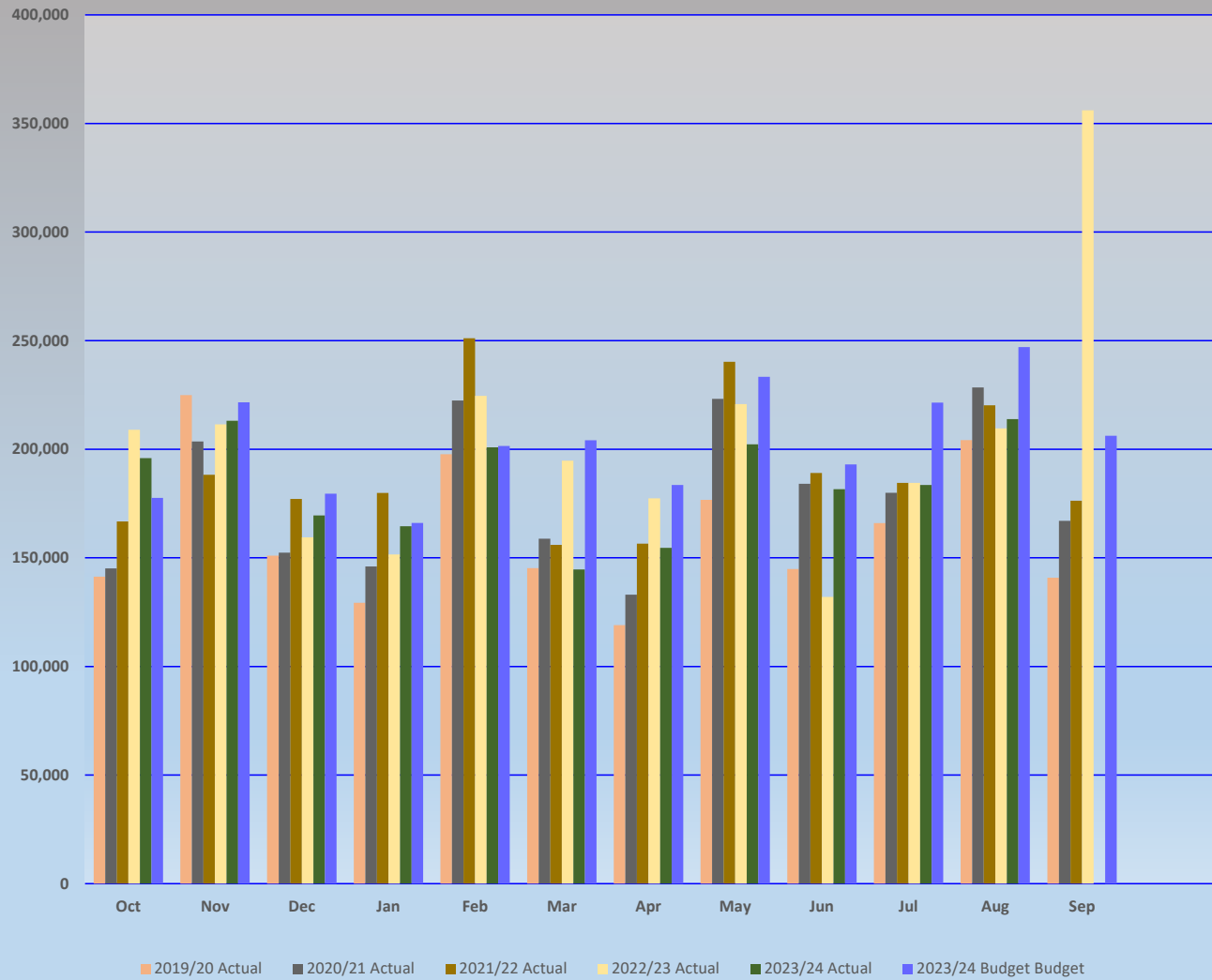
ANNUAL				FISCAL YEAR-TO-DATE		
FORECAST	BUDGET	FORE VS BUD	GENERAL FUND	ACTUAL	BUDGET	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		VARIANCE				VARIANCE
REVENUES						
6,614,512	6,957,067	(342,555)	AD Valorem Taxes	6,580,876	6,923,431	(342,555)
2,361,894	2,585,725	(223,831)	Sales Tax	2,144,597	2,368,428	(223,831)
695,600	730,013	(34,413)	Franchise Tax	664,942	699,355	(34,413)
151,996	112,937	39,059	Intergovernmental	142,584	103,526	39,059
286,255	500,000	(213,745)	Licenses & Permits	265,947	464,456	(198,509)
392,495	429,917	(37,422)	Charges for Services	345,531	382,953	(37,422)
506,285	450,998	55,287	Fines & Forfeitures	461,391	406,104	55,287
485,643	329,377	156,266	Interest Revenue	464,501	308,234	156,266
123,594	125,000	(1,406)	Industrial District Payment	123,594	125,000	(1,406)
495,530	475,710	19,820	Other Revenue	466,444	446,624	19,820
2,383,642	2,383,642	(0)	Transfers In	2,185,005	2,185,005	(0)
256,637	256,637	0	Use of Prior Year Funds	256,637	256,637	0
14,754,082	15,337,021	(582,940)	Total Revenues	14,102,048	14,669,751	(567,704)
EXPENDITURES*						
10,221,479	10,669,686	448,207	Personnel Services	9,245,646	9,697,846	452,201
310,578	369,694	59,116	Materials & Supplies	260,990	313,777	52,787
3,312,624	3,780,655	468,030	Services	3,057,881	3,373,337	315,456
287,769	322,441	34,672	Capital Outlay	269,557	270,225	669
331,578	331,578	0	Transfers Out	0	331,578	331,578
14,464,029	15,474,050	1,010,026	Total Expenditures	12,834,073	13,986,764	821,113
FUND BALANCE						
9,568,206	9,568,206	0	Beginning Balance Estimate	9,568,206	9,568,206	0
290,054	(137,029)	427,083	Change in Fund Balance	1,267,974	682,987	584,987
9,858,260	9,431,177	427,083	Ending Balance	10,836,181	10,251,194	584,987

	Current Year Actual August	Current Year Budget August	Change Budget to Actual	% Change Budget to Actual	Prior Year Actual August	Change Actual to Actual	% Change Actual to Actual
TAXES - CURRENT	6,512,928	6,843,064	(330,135)	-4.82%	5,981,817	531,111	8.88%
PRIOR YEAR CUR TAX	-	-	-	0.00%	0	-	0.00%
TAXES - DELINQUENT	17,307	45,915	(28,608)	-62.31%	10,522	6,785	64.48%
PRIOR YEAR DEL TAX	-	-	-	0.00%	0	-	0.00%
PENALTY & INTEREST/TAXES	50,640	34,452	16,188	46.99%	52,399	(1,759)	-3.36%
AD VALOREM	6,580,876	6,923,431	(342,555)	-4.95%	6,044,738	536,138	8.87%
SALES TAX	2,021,658	2,228,991	(207,332)	-9.30%	2,075,000	(53,342)	-2.57%
MIXED BEVERAGE TAX	122,939	139,437	(16,498)	-11.83%	120,555	2,384	1.98%
SALES TAX	2,144,597	2,368,428	(223,831)	-9.45%	2,195,555	(50,958)	-2.32%
FRANCHISE TAX - PRIVATE	664,942	699,355	(34,413)	-4.92%	711,584	(46,642)	-6.55%
FRANCHISE-PUBLIC ENTERPRISE	-	-	-	0.00%	0	-	0.00%
FRANCHISE TAX	664,942	699,355	(34,413)	-4.92%	711,584	(46,642)	-6.55%
EMERGENCY MGT GRANT	-	-	-	0.00%	0	-	0.00%
FED/STATE DISASTER REIMBURSEMENT	-	-	-	0.00%	130,128	(130,128)	-100.00%
TPWD WILDLIFE GRANT	-	-	-	0.00%	0	-	0.00%
GRANT	-	-	-	0.00%	18,240	(18,240)	-100.00%
REIMBURSEMENT FROM EDC	100,833	103,526	(2,692)	-2.60%	264,864	(164,030)	-61.93%
INTERGOVERNMENTAL	41,751	103,526	(61,775)	-59.67%	413,232	(371,481)	-89.90%
LICENSES & PERMITS	265,947	464,456	(198,509)	-42.74%	244,600	21,347	8.73%
LICENSES & PERMITS	265,947	464,456	(198,509)	-42.74%	244,600	21,347	8.73%
AMBULANCE REVENUE	255,091	265,311	(10,220)	-3.85%	171,624	83,467	48.63%
DISPATCH & ANIMAL CONTROL	60,995	33,509	27,486	82.02%	33,611	27,384	81.47%
PARK FEES	20,695	42,875	(22,180)	-51.73%	19,387	1,308	6.75%
POOL RECEIPTS	-	22,921	(22,921)	-100.00%	20,861	(20,861)	-100.00%
PLAT FEES	4,500	18,336	(13,836)	-75.46%	11,560	(7,060)	-61.07%
CHARGES FOR SERVICES	345,531	382,953	(37,422)	-9.77%	266,043	79,488	29.88%
DOT FINES	3,129	24,420	(21,291)	-87.19%	3,556	(427)	-12.01%
OMNI FEES	764	943	(179)	-19.00%	829	(65)	-7.84%
COURT FINES	457,167	377,947	79,219	20.96%	252,388	204,779	81.14%
MUN COURT-TIME PAYMENT FEE	332	2,794	(2,462)	-88.13%	886	(555)	-62.60%
FINES & FORFEITURES	461,391	406,104	55,287	13.61%	257,659	203,732	79.07%
INTEREST EARNINGS	464,501	308,234	156,266	50.70%	302,775	161,725	53.41%
INTEREST REVENUE	464,501	308,234	156,266	50.70%	302,775	161,725	53.41%
INDUSTRIAL DISTRICT PAYMENT	123,594	125,000	(1,406)	-1.12%	128,662	(5,068)	-3.94%
INDUSTRIAL DISTRICT PAYMENT	123,594	125,000	(1,406)	-1.12%	128,662	(5,068)	-3.94%
LEASE OF FIRE STATION	273,842	301,226	(27,384)	-9.09%	301,226	(27,384)	-9.09%
OTHER REVENUE	102,198	37,337	64,861	173.72%	80,999	21,199	26.17%
CITY EVENTS REVENUE	90,405	108,000	(17,595)	-16.29%	0	90,405	0.00%
OTHER REVENUE	466,444	446,624	19,820	4.44%	382,225	84,219	22.03%
TRANSFER TO OTHER FUNDS	-	-	-	0.00%	0	-	0.00%
SANITATION FRANCHISE TRANSFER	395,613	395,613	0	0.00%	341,577	54,037	15.82%
REIMBURSEMENT FROM ENTERPRISE	1,789,392	1,789,392	(0)	0.00%	1,864,640	(75,248)	-4.04%
TRANSFERS IN	2,185,005	2,185,005	(0)	0.00%	2,206,217	(21,212)	-0.96%
TRANSFER (TO)	-	-	-	0.00%	0	-	0.00%
TRANSFER FROM (TO) CAPITAL PROJECTS	(331,578)	(331,578)	-	0.00%	-372,629	41,051	-11.02%
TRANSFERS OUT	(331,578)	(331,578)	-	0.00%	-372,629	41,051	-11.02%
USE OF PRIOR YEAR FUNDS	256,637	256,637	-	0.00%	1,264,643	(1,008,006)	-79.71%
USE OF PRIOR YEAR FUNDS	256,637	256,637	-	0.00%	1,264,643	(1,008,006)	-79.71%



	Sales Tax			Actual to Prior Year	% Actual to Prior Year	Current Year Actual to Budget	% Current Year to Budget
	2022/23	2023/24	2023/24				
	Actual	Actual	Budget				
October	208,979	195,920	177,617	(13,059)	-6.25%	18,303	10.30%
November	211,466	213,130	221,631	1,664	0.79%	(8,501)	-3.84%
December	159,457	169,485	179,563	10,029	6.29%	(10,078)	-5.61%
January	151,510	164,571	166,025	13,061	8.62%	(1,454)	-0.88%
February	224,575	200,879	200,515	(23,695)	-10.55%	364	0.18%
March	194,773	144,625	204,148	(50,148)	-25.75%	(59,524)	-29.16%
April	177,359	154,583	184,542	(22,776)	-12.84%	(29,959)	-16.23%
May	220,807	202,260	233,386	(18,546)	-8.40%	(31,125)	-13.34%
June	132,011	181,618	183,042	49,607	37.58%	(1,424)	-0.78%
July	184,482	183,545	221,454	(937)	-0.51%	(37,909)	-17.12%
August	209,582	213,909	247,067	4,326	2.06%	(33,159)	-13.42%
September	356,025		206,234	-	0.00%	-	0.00%
Totals	2,075,000	2,024,526	2,218,991	(50,474)	-2.43%	(194,464)	-8.76%

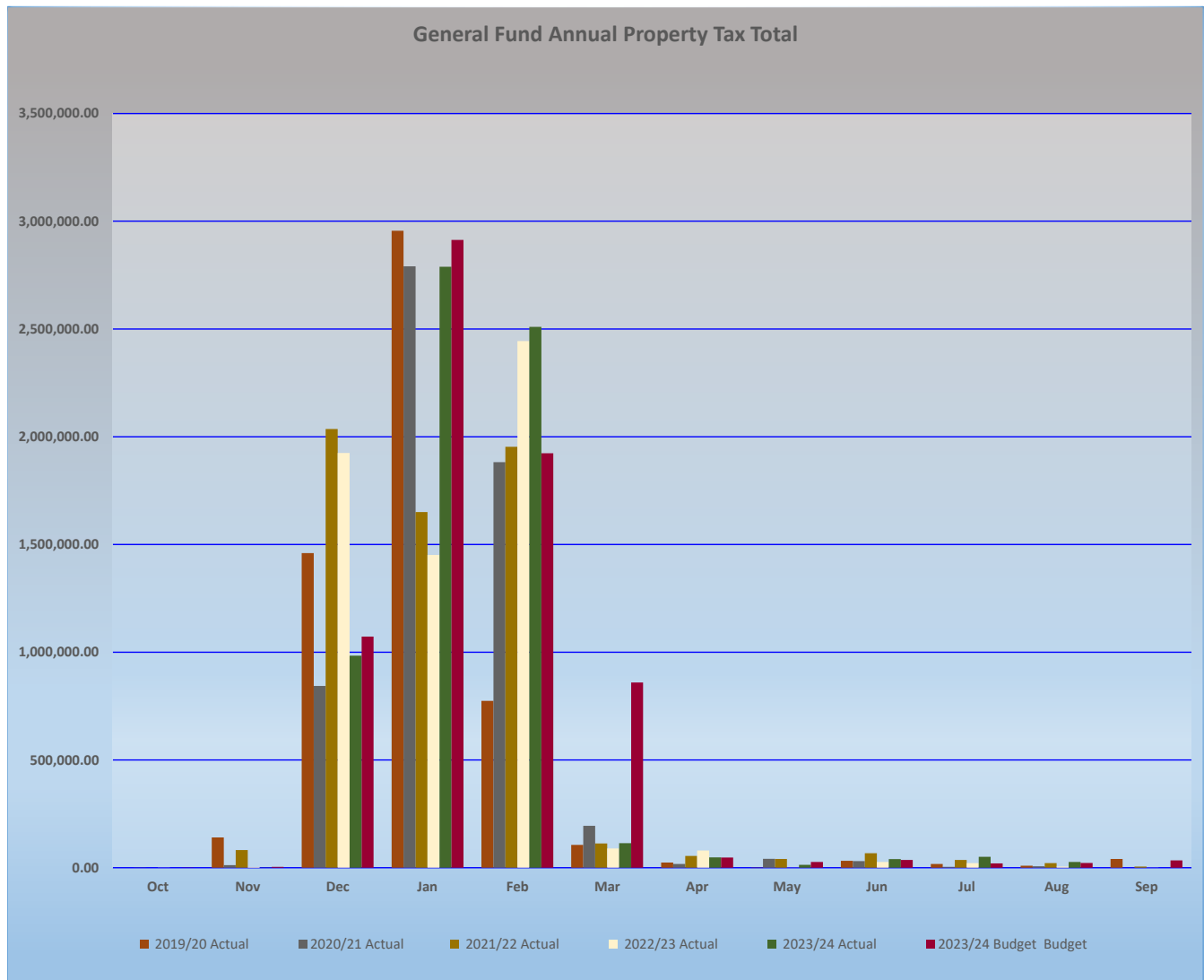
General Fund Annual Sales Tax Total



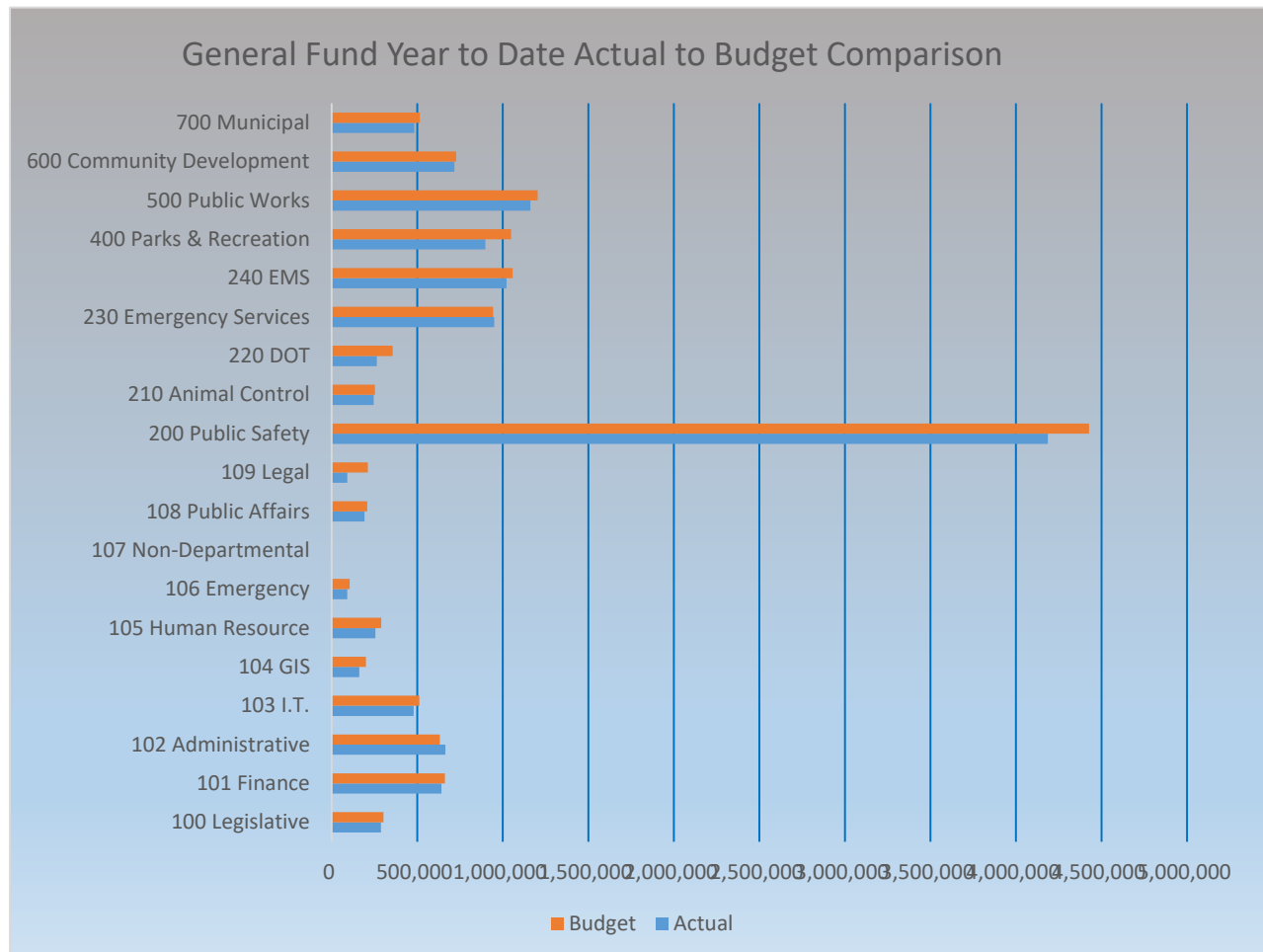
Annual Sales Tax Comparison					
	2019/20	2020/21	2021/22	2022/23	2023/24
	Actual	Actual	Actual	Actual	Actual
October	141,341	145,108	166,770	208,979	195,920
November	224,972	203,552	188,209	211,466	213,130
December	151,016	152,368	177,351	159,457	169,485
January	129,278	146,031	179,869	151,510	164,571
February	197,726	222,449	251,364	224,575	200,879
March	145,275	158,810	155,958	194,773	144,625
April	119,047	133,014	156,548	177,359	154,583
May	176,708	223,227	240,286	220,807	202,260
June	144,852	184,071	189,052	132,011	181,618
July	165,975	179,978	184,494	184,482	183,545
August	204,224	228,456	220,228	209,582	213,909
September	140,848	167,046	176,273	356,025	-
Totals	1,941,262	2,144,110	2,286,402	2,431,025	2,024,526

Property Tax

	2023/24 Budget	2023/24 Actual	YTD Actual to Budget	YTD % Actual to Budget	2022/23 Actual	Actual to Prior Year	% Actual to Actual
October	33	-	(33)	-100.00%	21	(21)	-100.00%
November	3,980	8	(3,971)	-99.79%	2,981	(2,973)	-99.72%
December	1,071,859	983,949	(87,910)	-8.20%	1,924,676	(940,727)	-48.88%
January	2,913,026	2,788,445	(124,581)	-4.28%	1,450,789	1,337,656	92.20%
February	1,923,637	2,509,975	586,338	30.48%	2,444,312	65,663	2.69%
March	859,807	113,678	(746,129)	-86.78%	89,412	24,265	27.14%
April	47,014	47,666	652	1.39%	79,851	(32,185)	-40.31%
May	26,606	13,526	(13,080)	-49.16%	15	13,511	88364.29%
June	36,059	39,703	3,644	10.11%	26,586	13,117	49.34%
July	19,670	50,673	31,002	157.61%	20,895	29,777	142.51%
August	21,739	26,247	4,507	20.73%	5,199	21,048	404.82%
September	33,636	-	-	0.00%	790	-	0.00%
Totals	6,901,692	6,547,624	-354,068	-5.13%	6,039,539	529,132	8.76%



EXPENDITURES*	Actual	Budget	Variance	
100 Legislative	287,905	302,308	14,403	4.76%
101 Finance	641,191	661,977	20,786	3.14%
102 Administrative	664,968	632,307	(32,661)	-5.17%
103 I.T.	478,970	512,353	33,383	6.52%
104 GIS	161,071	199,949	38,878	19.44%
105 Human Resource	254,974	289,674	34,700	11.98%
106 Emergency	90,827	104,308	13,481	12.92%
107 Non-Departmental	108	0	(108)	#DIV/0!
108 Public Affairs	191,311	207,109	15,797	7.63%
109 Legal	90,469	210,642	120,173	57.05%
200 Public Safety	4,186,301	4,427,754	241,453	5.45%
210 Animal Control	244,960	252,178	7,218	2.86%
220 DOT	263,641	356,425	92,784	26.03%
230 Emergency Services	949,932	943,694	(6,238)	-0.66%
240 EMS	1,022,578	1,058,228	35,650	3.37%
400 Parks & Recreation	898,673	1,048,929	150,256	14.32%
500 Public Works	1,161,839	1,204,584	42,746	3.55%
600 Community Development	717,243	727,554	10,310	1.42%
700 Municipal	482,802	515,214	32,412	6.29%
900 Disaster	44,312	0	0	0
Total	12,834,075	13,655,188	865,424	6.34%



CITY OF SEABROOK
GENERAL FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
<u>FORECAST</u>	<u>BUDGET</u>	FORE VS BUD	<u>GENERAL FUND</u>	<u>ACTUAL</u>	<u>BUDGET</u>	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		<u>VARIANCE</u>				<u>VARIANCE</u>
PERSONNEL SERVICES						
231,042	240,628	9,586	100 Legislative	212,012	220,611	8,599
445,647	470,891	25,244	101 Finance	404,302	434,546	30,244
334,903	344,901	9,997	102 Administrative	306,842	310,727	3,885
348,389	361,887	13,498	103 I.T.	312,462	333,638	21,176
142,521	159,349	16,828	104 GIS	130,433	144,920	14,486
245,347	280,759	35,412	105 Human Resource	220,218	255,630	35,412
72,835	77,605	4,770	106 Emergency	66,280	70,516	4,236
108	0	(108)	107 Non-Departmental	108	0	(108)
89,438	107,750	18,312	108 Public Affairs	78,771	96,805	18,034
44,214	44,475	261	109 Legal	38,363	26,683	(11,680)
4,045,040	4,183,356	138,316	200 Public Safety	3,670,433	3,790,195	119,763
227,989	233,607	5,618	210 Animal Control	206,955	212,085	5,130
290,822	375,936	85,114	220 DOT	252,873	337,987	85,114
72,877	74,330	1,453	230 Emergency Services	66,281	70,493	4,213
902,914	915,114	12,200	240 EMS	819,487	835,805	16,318
723,805	767,386	43,581	400 Parks & Recreation	648,454	724,674	76,220
796,887	815,322	18,435	500 Public Works	722,495	740,930	18,435
671,267	681,989	10,723	600 Community Development	606,276	610,411	4,135
494,903	534,405	39,502	700 Municipal	442,067	481,190	39,123
40,535	0	(40,535)	900 Hurricane	40,535	0	(40,535)
10,221,479	10,669,686	448,207	Total Expenditures	9,245,646	9,697,846	452,201

CITY OF SEABROOK
GENERAL FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
<u>FORECAST</u>	<u>BUDGET</u>	FORE VS BUD	<u>GENERAL FUND</u>	<u>ACTUAL</u>	<u>BUDGET</u>	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		<u>VARIANCE</u>				<u>VARIANCE</u>
MATERIALS & SUPPLIES						
1,596	2,300	704	100 Legislative	1,549	1,763	214
15,108	22,010	6,902	101 Finance	11,539	19,441	7,902
1,673	1,550	(123)	102 Administrative	1,293	1,171	(123)
2,175	3,000	825	103 I.T.	1,576	2,401	825
8,791	16,879	8,088	104 GIS	6,917	14,479	7,561
1,739	2,550	811	105 Human Resource	1,593	2,304	711
420	625	205	106 Emergency	360	501	141
0	0	0	107 Non-Departmental	0	0	0
4,398	4,400	2	108 Public Affairs	4,398	4,398	0
0	0	0	109 Legal	0	0	0
97,756	103,768	6,012	200 Public Safety	87,162	88,674	1,512
5,643	8,610	2,967	210 Animal Control	4,590	6,999	2,409
7,870	11,940	4,070	220 DOT	5,976	8,905	2,930
4,534	3,314	(1,220)	230 Emergency Services	3,504	3,283	(221)
29,459	41,681	12,222	240 EMS	43,122	58,412	15,290
38,770	69,983	31,212	400 Parks & Recreation	30,059	59,650	29,591
54,710	46,134	(8,576)	500 Public Works	41,584	30,244	(11,341)
11,138	10,001	(1,137)	600 Community Development	10,788	8,743	(2,045)
5,735	6,600	865	700 Municipal	3,930	2,410	(1,520)
0	0	0	900 Hurricane	1,048	0	(1,048)
291,514	355,344	63,830	Total Expenditures	260,990	313,777	52,787

CITY OF SEABROOK
GENERAL FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
		FORE VS BUD FAV/(UNFAV)				ACT VS BUD FAV/(UNFAV)
FORECAST	BUDGET	VARIANCE	GENERAL FUND	ACTUAL	BUDGET	VARIANCE
SERVICES						
77,235	87,679	10,444	100 Legislative	74,344	79,934	5,590
254,667	265,348	10,681	101 Finance	225,350	207,991	(17,360)
374,093	388,583	14,490	102 Administrative	356,833	320,410	(36,423)
166,566	185,956	19,390	103 I.T.	164,931	176,314	11,383
24,443	41,192	16,749	104 GIS	20,803	37,634	16,831
35,482	50,959	15,477	105 Human Resource	33,164	31,741	(1,423)
26,201	36,972	10,771	106 Emergency	24,187	33,291	9,104
0	0	0	107 Non-Departmental	0	0	0
108,142	106,666	(1,476)	108 Public Affairs	108,142	105,906	(2,236)
66,147	184,925	118,778	109 Legal	52,107	183,959	131,853
454,249	580,425	126,176	200 Public Safety	428,706	548,885	120,179
31,513	33,652	2,139	210 Animal Control	27,518	27,196	(322)
6,494	13,500	7,006	220 DOT	4,792	9,532	4,740
893,901	890,063	(3,838)	230 Emergency Services	821,857	811,628	(10,230)
93,252	97,290	4,038	240 EMS	89,249	93,292	4,043
195,152	236,155	41,003	400 Parks & Recreation	165,535	209,309	43,774
408,713	483,271	74,558	500 Public Works	369,580	405,231	35,651
55,041	64,229	9,188	600 Community Development	51,249	59,471	8,222
38,605	33,790	(4,815)	700 Municipal	36,805	31,614	(5,191)
2,728	0	(2,728)	900 Hurricane	2,728	0	(2,728)
3,312,624	3,780,655	468,030	Total Expenditures	3,057,881	3,373,337	315,456

CITY OF SEABROOK
GENERAL FUND - MONTHLY REPORT
August 31, 2024

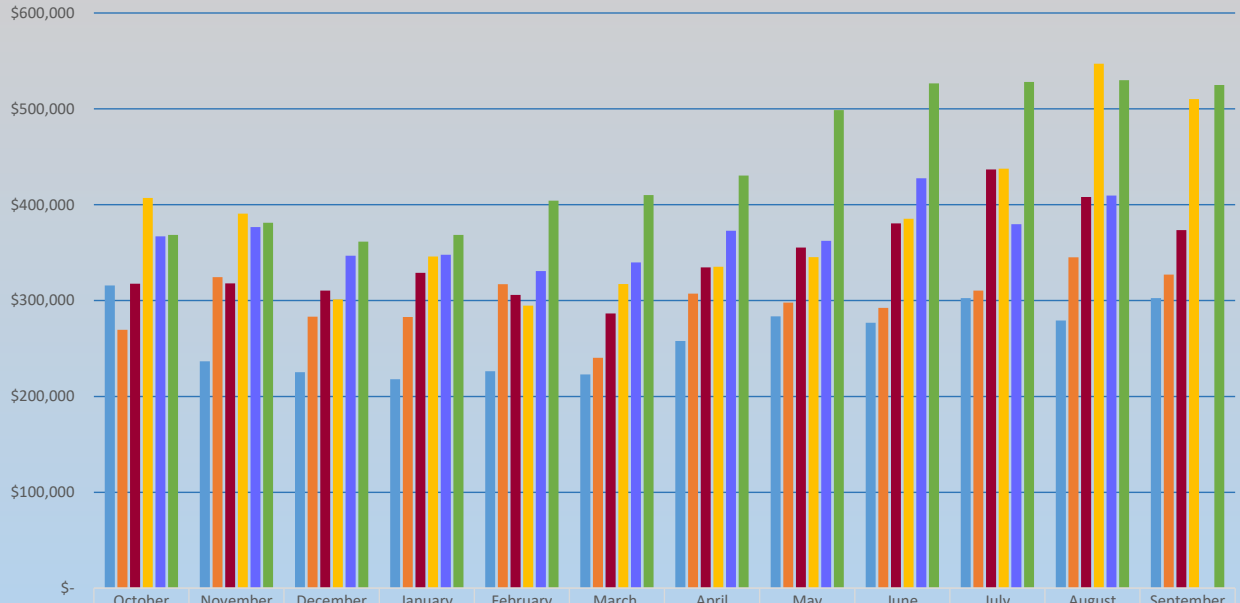
ANNUAL				FISCAL YEAR-TO-DATE		
FORECAST	BUDGET	FORE VS BUD	GENERAL FUND	ACTUAL	BUDGET	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		VARIANCE				VARIANCE
CAPITAL						
0	0	0	100 Legislative	0	0	0
0	0	0	101 Finance	0	0	0
0	0	0	102 Administrative	0	0	0
0	0	0	103 I.T.	0	0	0
3,184	3,184	(1)	104 GIS	2,918	2,917	(1)
0	0	0	105 Human Resource	0	0	0
0	0	0	106 Emergency	0	0	0
0	0	0	107 Non-Departmental	0	0	0
0	0	0	108 Public Affairs	0	0	0
0	0	0	109 Legal	0	0	0
0	0	0	200 Public Safety	0	0	0
6,432	6,432	0	210 Animal Control	5,897	5,897	(0)
0	0	0	220 DOT	0	0	0
63,589	63,589	0	230 Emergency Services	58,290	58,290	0
77,149	77,149	(0)	240 EMS	70,720	70,720	(0)
56,925	91,599	34,674	400 Parks & Recreation	54,625	55,296	671
30,741	30,741	0	500 Public Works	28,179	28,179	0
49,750	49,749	(1)	600 Community Development	48,930	48,929	(1)
0	0	0	700 Municipal	0	0	0
0	0	0	900 Hurricane	0	0	0
287,769	322,441	34,672	Total Expenditures	269,559	270,227	669

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
FORECAST	BUDGET	FORE VS BUD	ENTERPRISE FUND	ACTUAL	BUDGET	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		VARIANCE				VARIANCE
REVENUES						
5,397,883	5,754,401	(356,518)	Water Sales	4,432,176	5,199,558	(767,381)
3,831,519	4,041,222	(209,703)	Sewer Service Charge	3,377,562	3,674,265	(296,703)
3,021,795	3,151,250	(129,455)	Sanitation Service Charge	2,755,902	2,885,357	(129,455)
2,972	6,000	(3,028)	Permits & Fees	1,225	4,253	(3,028)
111,210	86,036	25,174	Interest Income	105,096	79,922	25,174
247,831	270,983	(23,152)	Other Revenue	222,238	245,389	(23,152)
195,459	195,460	(1)	Transfers In	179,171	179,172	(1)
261,200	261,200	0	Prior Year Funds	261,200	261,200	0
13,069,868	13,766,552	(696,684)	Total Revenues	11,334,569	12,529,116	(1,194,547)
EXPENDITURES						
1,481,309	1,617,722	136,413	Personnel Services	1,350,710	1,464,466	113,756
69,652	79,290	9,638	Materials & Supplies	57,002	64,543	7,541
6,621,194	7,273,280	652,086	Services	5,691,596	6,138,643	447,047
556,308	719,581	163,272	Infrastructure Maintenance	486,946	651,965	165,019
151,066	171,509	20,443	Capital Outlay	147,026	103,959	(43,067)
1,559,650	1,559,650	(0)	Debt Payments	1,429,679	1,429,679	(0)
2,383,642	2,383,642	(0)	Transfers Out	2,185,005	2,185,005	(0)
60,312	0	(60,312)	Hurricane	23,333	0	(23,333)
12,883,134	13,804,674	921,539	Total Expenditures	11,371,295	12,038,260	666,964
FUND BALANCE						
2,687,972	2,687,972	0	Beginning Balance Estimate	2,687,972	2,687,972	0
186,734	(38,122)	224,856	Change in Fund Balance	(36,727)	490,856	(527,583)
2,874,706	2,649,850	224,856	Ending Balance	2,651,245	3,178,828	(527,583)

	Current Year Actual August	Current Year Budget August	Change Budget to Actual	% Change Budget to Actual	Prior Year Actual August	Change Actual to Actual	% Change Actual to Actual
WATER SERVICE	4,047,271	4,807,369	-760,098	-15.81%	4,094,129	(46,858)	-1.14%
WATER SERVICE-EL JARDIN	0	-	0	0.00%	-	-	0.00%
WATER SERVICE-EL LAGO	310,554	340,305	-29,751	-8.74%	338,277	(27,723)	-8.20%
WATER TAP FEES	39,408	17,707	21,701	122.56%	18,538	20,870	112.58%
PENALTIES-UTILITIES	34,943	34,177	767	2.24%	43,407	(8,464)	-19.50%
WATER SALES	4,432,176	5,251,441	-819,265	-15.60%	4,494,352	(62,175.27)	-1.38%
LICENSES & PERMITS	1,225	4,253	-3,028	-71.20%	975	250	25.64%
PERMITS & FEES	1,225	4,253	-3,028	-71.20%	975	250	25.64%
INTEREST EARNINGS	52,538	40,622	11,916	29.33%	33,347	19,192	57.55%
INTEREST INCOME	52,538	40,622	11,916	29.33%	33,347	19,192	57.55%
OTHER REVENUE	17,057	16,859	197	1.17%	23,703	(6,646)	-28.04%
GAIN IN SALE ON FIXED ASSETS	0	-	0	0.00%	-	-	0.00%
OTHER REVENUE	17,057	16,859	197	1.17%	23,703	(6,646)	-28.04%
TRANS FRM/(TO) OTHER FUNDS	89,585	89,586	0	0.00%	88,856	730	0.82%
TRANSFERS IN	89,585	89,586	0	0.00%	88,856	730	0.82%
USE OF PRIOR YEAR FUNDS	0	-	0	0.00%	-	-	0.00%
USE OF PRIOR YEAR FUNDS	0	-	0	0.00%	-	-	0.00%
SEWER SERVICE	3,332,080	3,619,691	-287,611	-7.95%	3,471,651	(139,570)	-4.02%
SEWER SERVICE	16,516	29,203	-12,687	-43.44%	12,308	4,208	34.18%
PENALTIES - UTILITIES	28,965	25,371	3,595	14.17%	31,563	(2,598)	-8.23%
SEWER SERVICE CHARGE	3,377,562	3,674,265	-296,703	-8.08%	3,515,522	(137,960)	-3.92%
INTEREST EARNINGS	43,518	32,380	11,138	34.40%	27,773	15,745	56.69%
INTEREST INCOME	43,518	32,380	11,138	34.40%	27,773	15,745	56.69%
OTHER REVENUE	0	-	0	0.00%	-	-	0.00%
OTHER REVENUE	0	-	0	0.00%	-	-	0.00%
TRANSFER FROM EDC	89,585	89,586	0	0.00%	88,856	730	0.82%
TRANSFERS IN	89,585	89,586	0	0.00%	88,856	729.67	0.82%
FRANCHISE FEES	384,714	393,318	-8,604	-2.19%	385,258	(544)	-0.14%
COMMERCIAL SANITATION	1,217,362	1,334,918	-117,556	-8.81%	1,271,047	(53,685)	-4.22%
RESIDENTIAL SANITATION	1,143,843	1,146,775	-2,932	-0.26%	1,106,564	37,279	3.37%
PENALTIES-UTILITIES	9,983	10,347	-364	-3.51%	10,316	(333)	-3.23%
SANITATION SERVICE CHARGES	2,755,902	2,885,357	-129,455	-4.49%	2,773,185	(17,282.58)	-0.62%
INTEREST EARNINGS	9,039	6,920	2,119	30.62%	5,574	3,465	62.17%
INTEREST INCOME	9,039	6,920	2,119	30.62%	5,574	3,465	62.17%
SALE OF BAGS	0	440	-440	-100.00%	-	-	0.00%
SANITATION BILLING FEES	205,181	214,746	-9,565	-4.45%	205,471	(290)	-0.14%
OTHER REVENUE	205,181	215,186	-10,005	-4.65%	205,471	(290)	-0.14%

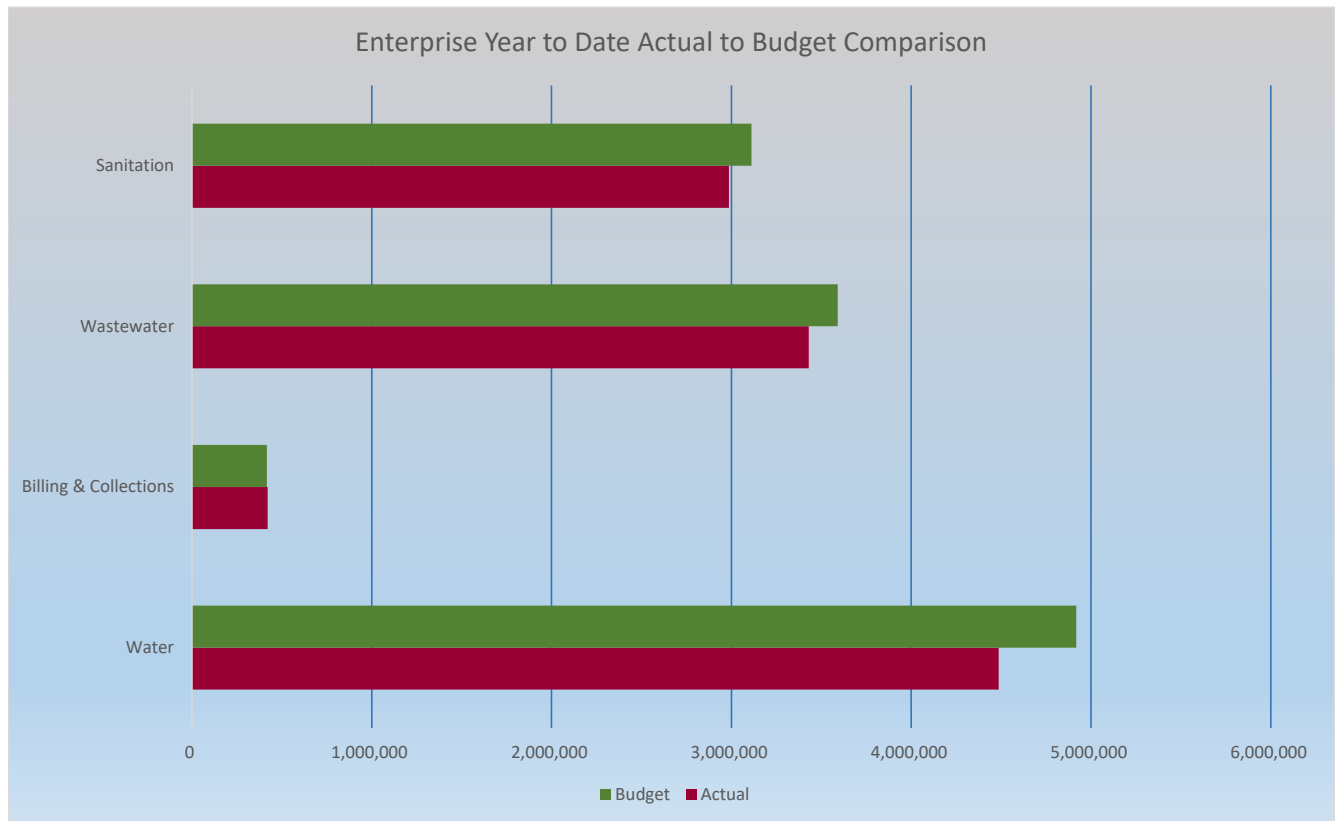
Monthly Water Billing



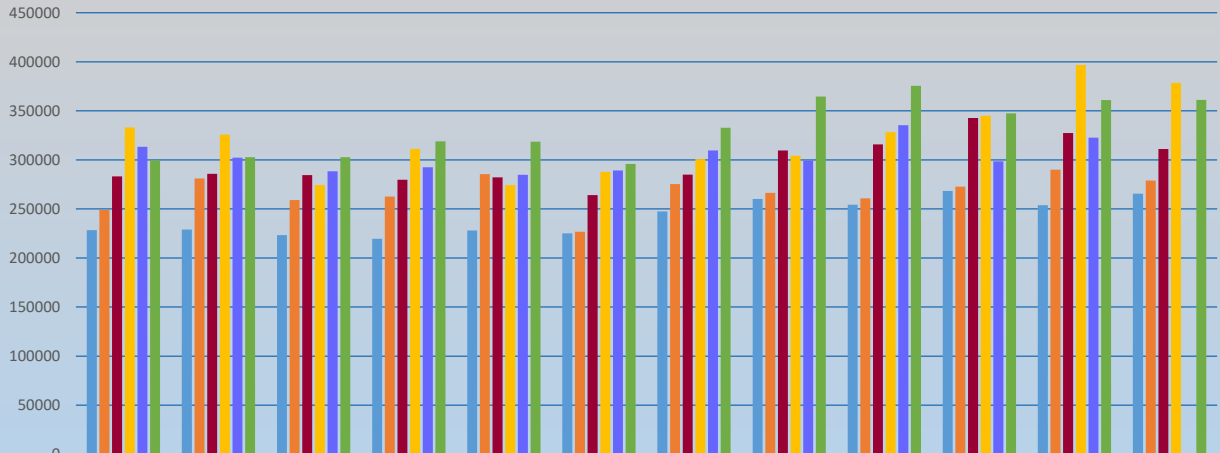
	October	November	December	January	February	March	April	May	June	July	August	September
2019/20 Actual	\$315,720	\$236,628	\$225,409	\$218,041	\$226,296	\$223,083	\$257,819	\$283,636	\$276,900	\$302,459	\$279,257	\$302,551
2020/21 Actual	\$269,576	\$324,399	\$283,240	\$282,913	\$316,990	\$240,409	\$307,245	\$297,755	\$292,384	\$310,361	\$345,076	\$326,986
2021/22 Actual	\$317,516	\$317,858	\$310,357	\$328,841	\$305,878	\$286,653	\$334,601	\$355,190	\$380,400	\$436,735	\$408,066	\$373,415
2022/23 Actual	\$407,050	\$390,703	\$301,109	\$345,877	\$294,694	\$317,122	\$335,139	\$345,298	\$385,272	\$437,601	\$547,152	\$510,183
2023/24 Actual	\$366,908	\$376,595	\$346,792	\$347,694	\$330,790	\$339,714	\$372,790	\$362,263	\$427,609	\$379,615	\$409,550	\$-
2023/24 Budget	\$368,446	\$381,203	\$361,400	\$368,474	\$404,222	\$409,971	\$430,385	\$498,684	\$526,587	\$528,129	\$529,868	\$524,885

2019/20 Actual 2020/21 Actual 2021/22 Actual 2022/23 Actual 2023/24 Actual 2023/24 Budget

EXPENDITURES*	Actual	Budget	Variance	
Water	4,486,656	4,917,533	430,878	8.76%
Billing & Collections	421,627	416,966	(4,661)	-1.12%
Wastewater	3,430,263	3,591,707	161,444	4.49%
Sanitation	2,986,085	3,112,052	125,967	4.05%
Total	11,324,630	12,038,259	713,628	5.93%



Monthly Sewer Billing



	October	November	December	January	February	March	April	May	June	July	August	September
2019/20 Actual	\$228,384	\$228,950	\$223,291	\$219,583	\$228,077	\$225,138	\$247,471	\$260,116	\$254,262	\$268,383	\$253,771	\$265,621
2020/21 Actual	\$248,895	\$281,061	\$258,966	\$262,683	\$285,522	\$226,747	\$275,341	\$266,407	\$260,840	\$272,650	\$289,946	\$278,907
2021/22 Actual	\$283,135	\$285,860	\$284,449	\$279,739	\$282,145	\$264,066	\$284,934	\$309,636	\$315,818	\$342,694	\$327,328	\$311,140
2022/23 Actual	\$333,135	\$325,764	\$274,335	\$311,253	\$274,392	\$287,801	\$300,797	\$304,181	\$328,137	\$345,057	\$396,705	\$378,418
2023/24 Actual	\$313,411	\$302,228	\$288,471	\$292,510	\$284,795	\$289,165	\$309,676	\$299,372	\$335,351	\$298,542	\$322,596	\$-
2023/24 Budget	\$299,493	\$302,769	\$302,792	\$318,856	\$318,640	\$295,888	\$332,693	\$364,613	\$375,480	\$347,451	\$361,016	\$361,085

■ 2019/20 Actual
 ■ 2020/21 Actual
 ■ 2021/22 Actual
 ■ 2022/23 Actual
 ■ 2023/24 Actual
 ■ 2023/24 Budget

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
		FORE VS BUD				ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
<u>FORECAST</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>ENTERPRISE FUND</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
PERSONNEL SERVICES						
22,656	0	(22,656)	900 Hurricane	22,656	0	(22,656)
717,996	760,867	42,871	902 Water	641,409	684,279	42,871
240,386	252,179	11,793	905 Billing	217,352	229,145	11,793
522,927	604,676	81,749	912 Sewer	469,293	551,042	81,749
0	0	0	922 Sanitation	0	0	0
1,503,966	1,617,722	113,756	Total Expenditures	1,350,710	1,464,466	113,756

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE			
		FORE VS BUD				ACT VS BUD	
		FAV/(UNFAV)				FAV/(UNFAV)	
<u>FORECAST</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>ENTERPRISE FUND</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	
SUPPLIES							
338	0	(338)	900 Hurricane	338	0	(338)	
18,147	20,965	2,818	902 Water	14,708	16,767	2,059	
33,929	39,015	5,086	905 Billing	26,788	30,874	4,086	
17,576	19,310	1,734	912 Sewer	15,168	16,902	1,734	
0	0	0	922 Sanitation	0	0	0	
69,991	79,290	9,299	Total Expenditures	57,002	64,543	7,541	

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
<u>FORECAST</u>	<u>BUDGET</u>	FORE VS BUD	<u>ENTERPRISE FUND</u>	<u>ACTUAL</u>	<u>BUDGET</u>	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		<u>VARIANCE</u>				<u>VARIANCE</u>
SERVICES						
37,317	0	(37,317)	900 Hurricane	338	0	(338)
2,566,007	2,933,433	367,426	902 Water	2,003,695	2,326,131	322,436
196,470	212,930	16,460	905 Billing	177,487	156,947	(20,540)
1,031,350	1,173,583	142,233	912 Sewer	942,160	961,683	19,523
2,827,367	2,953,334	125,967	922 Sanitation	2,567,915	2,693,882	125,967
6,658,512	7,273,280	614,769	Total Expenditures	5,691,596	6,138,643	447,047

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
		FORE VS BUD				ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
<u>FORECAST</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>ENTERPRISE FUND</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
INFRASTRUCTURE MAINTENANCE						
0	0	0	900 Hurricane	0	0	0
170,794	264,240	93,446	902 Water	170,794	265,987	95,193
0	0	0	905 Billing	0	0	0
385,514	455,341	69,826	912 Sewer	316,151	385,978	69,826
0	0	0	922 Sanitation	0	0	0
556,308	719,581	163,272	Total Expenditures	486,946	651,965	165,019

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE			
		FORE VS BUD				ACT VS BUD	
		FAV/(UNFAV)				FAV/(UNFAV)	
<u>FORECAST</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>ENTERPRISE FUND</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	
CAPITAL							
0	0	0	900 Hurricane	0	0	0	
94,503	101,415	6,911	902 Water	93,129	61,449	(31,680)	
0	0	0	905 Billing	0	0	0	
56,563	70,095	13,531	912 Sewer	53,896	42,510	(11,386)	
0	0	0	922 Sanitation	0	0	0	
151,066	171,509	20,443	Total Expenditures	147,026	103,959	(43,067)	

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE			
		FORE VS BUD	ENTERPRISE FUND			ACT VS BUD	
FORECAST	BUDGET	FAV/(UNFAV)		ACTUAL	BUDGET	FAV/(UNFAV)	
		VARIANCE				VARIANCE	
DEBT PAYMENTS							
0	0	0	900 Hurricane	0	0	0	
779,825	779,825	(0)	902 Water	714,840	714,839	(0)	
0	0	0	905 Billing	0	0	0	
779,825	779,825	(0)	912 Sewer	714,840	714,839	(0)	
0	0	0	922 Sanitation	0	0	0	
1,559,650	1,559,650	(1)	Total Expenditures	1,429,679	1,429,679	(1)	

CITY OF SEABROOK
ENTERPRISE FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE			
		FORE VS BUD	ENTERPRISE FUND			ACT VS BUD	
FORECAST	BUDGET	FAV/(UNFAV)		ACTUAL	BUDGET	FAV/(UNFAV)	
		VARIANCE				VARIANCE	
TRANSFERS OUT							
0	0	0	900 Hurricane	0	0	0	
925,179	925,179	0	902 Water	848,081	848,081	0	
0	0	0	905 Billing	0	0	0	
1,002,278	1,002,278	0	912 Sewer	918,755	918,755	0	
456,185	456,185	(0)	922 Sanitation	418,170	418,170	(0)	
2,383,642	2,383,642	(0)	Total Expenditures	2,185,005	2,185,005	(0)	

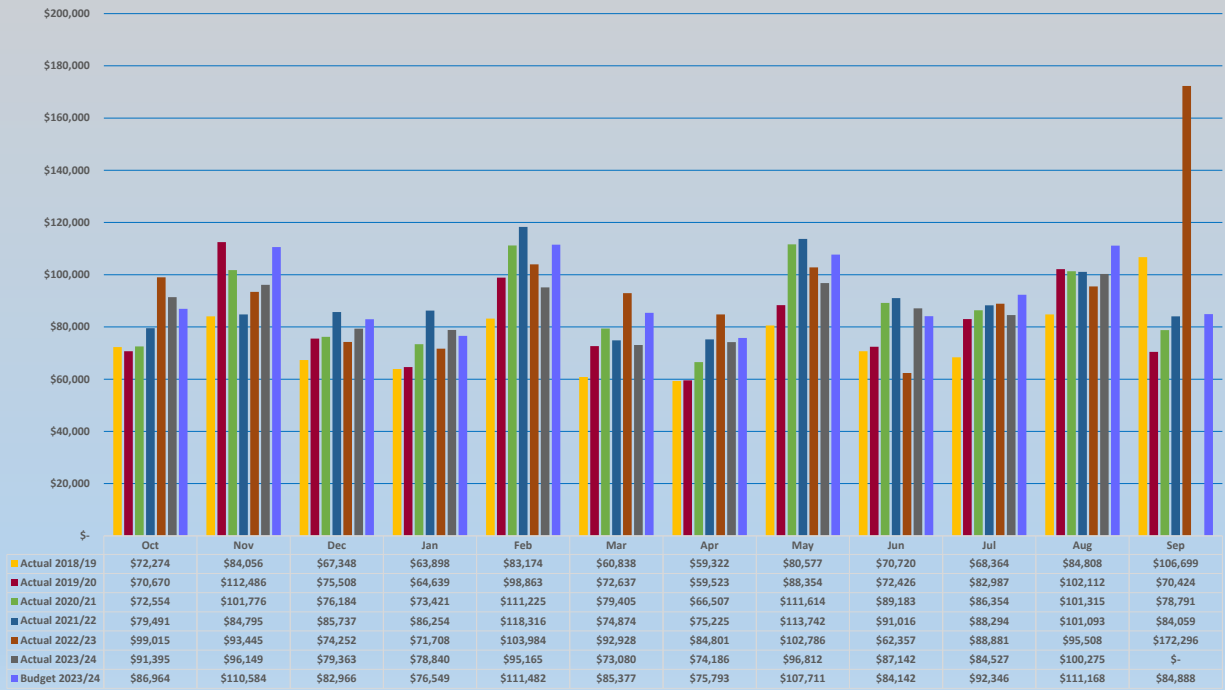
CITY OF SEABROOK
HOTEL/MOTEL FUND - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
FORECAST	BUDGET	FORE VS BUD	HOTEL/MOTEL FUND	ACTUAL	BUDGET	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		VARIANCE				VARIANCE
REVENUES						
549,927	534,058	15,869	Hotel Occupancy Tax	549,535	533,666	15,869
77,978	27,515	50,463	Interest Income	75,896	25,433	50,463
1,988	0	1,988	Seabrook Festival Revenue	1,988	0	1,988
3,072	8,175	(5,103)	Pelican Revenue	0	5,103	(5,103)
0	0	0	Other Revenue	0	0	0
0	0	0	Use of Prior Funds	0	0	0
632,965	569,748	63,217	Total Revenues	627,418	564,202	63,217
EXPENDITURES						
152,839	183,531	30,692	Personnel Services	135,807	166,499	30,692
1,112	1,500	388	Materials & Supplies	274	662	388
265,784	375,553	109,769	Services	239,827	348,382	108,555
0	0	0	Capital Outlay	0	0	0
419,735	560,584	140,849	Total Expenditures	375,908	515,543	139,635
FUND BALANCE						
1,420,941	1,420,941	0	Beginning Unreserved Fund Bal	1,420,941	1,420,941	0
213,230	9,164	204,066	Change in Fund Balance	251,511	48,659	202,852
1,634,170	1,430,105	204,066	Ending Unreserved Fund Bal	1,672,451	1,469,599	202,852

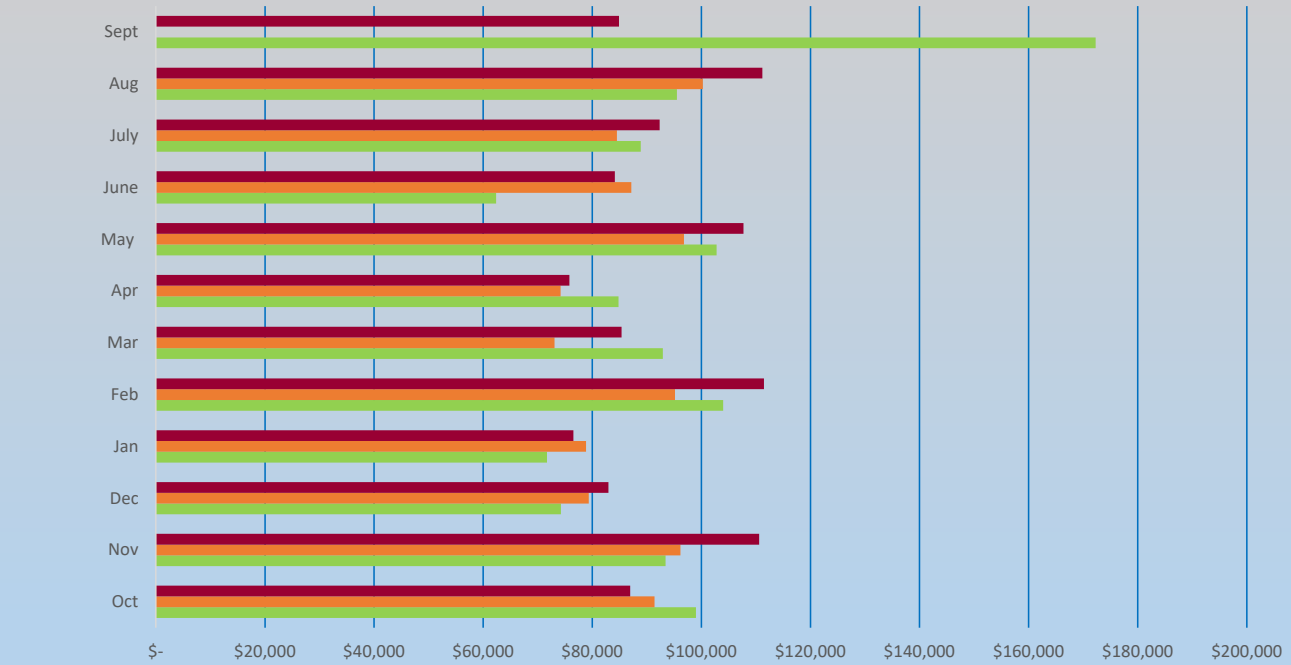
CITY OF SEABROOK
SEDC - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
		FORE VS BUD FAV/(UNFAV)				ACT VS BUD FAV/(UNFAV)
<u>FORECAST</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>SEDC</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
			REVENUES			
1,041,822	1,109,972	(68,150)	Sales Tax	956,935	1,025,084	(68,150)
0	0	0	Grant Proceeds	0	0	0
171,808	158,519	13,289	Interest Income	161,154	147,865	13,289
3,322	1,200	2,122	Other Revenue	2,135	13	2,122
0	0	0	Loan Repayment	0	0	0
1,216,952	1,269,691	(52,739)	Total Revenues	1,120,224	1,172,963	(52,739)
			EXPENDITURES			
0	0	0	Personnel Services	0	0	0
557	150	(407)	Materials & Supplies	557	150	(407)
239,200	703,351	464,151	Services	163,081	649,297	486,216
305,459	305,459	0	Transfers Out	280,004	280,004	0
545,216	1,008,960	463,744	Total Expenditures	443,642	929,451	485,809
			FUND BALANCE			
3,152,409	3,152,409	0	Beginning Balance Estimate	3,152,409	3,152,409	0
671,736	260,731	411,005	Change in Fund Balance	676,582	243,511	433,070
3,824,145	3,413,140	411,005	Ending Balance	3,828,990	3,395,920	433,070

EDC Annual Sales Tax Comparison by Month



EDC Monthly Sales Tax Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
■ Budget 2023/24	\$86,964	\$110,584	\$82,966	\$76,549	\$111,482	\$85,377	\$75,793	\$107,711	\$84,142	\$92,346	\$111,168	\$84,888
■ Actual 2023/24	\$91,395	\$96,149	\$79,363	\$78,840	\$95,165	\$73,080	\$74,186	\$96,812	\$87,142	\$84,527	\$100,275	\$-
■ Actual 2022/23	\$99,015	\$93,445	\$74,252	\$71,708	\$103,984	\$92,928	\$84,801	\$102,786	\$62,357	\$88,881	\$95,508	\$172,296

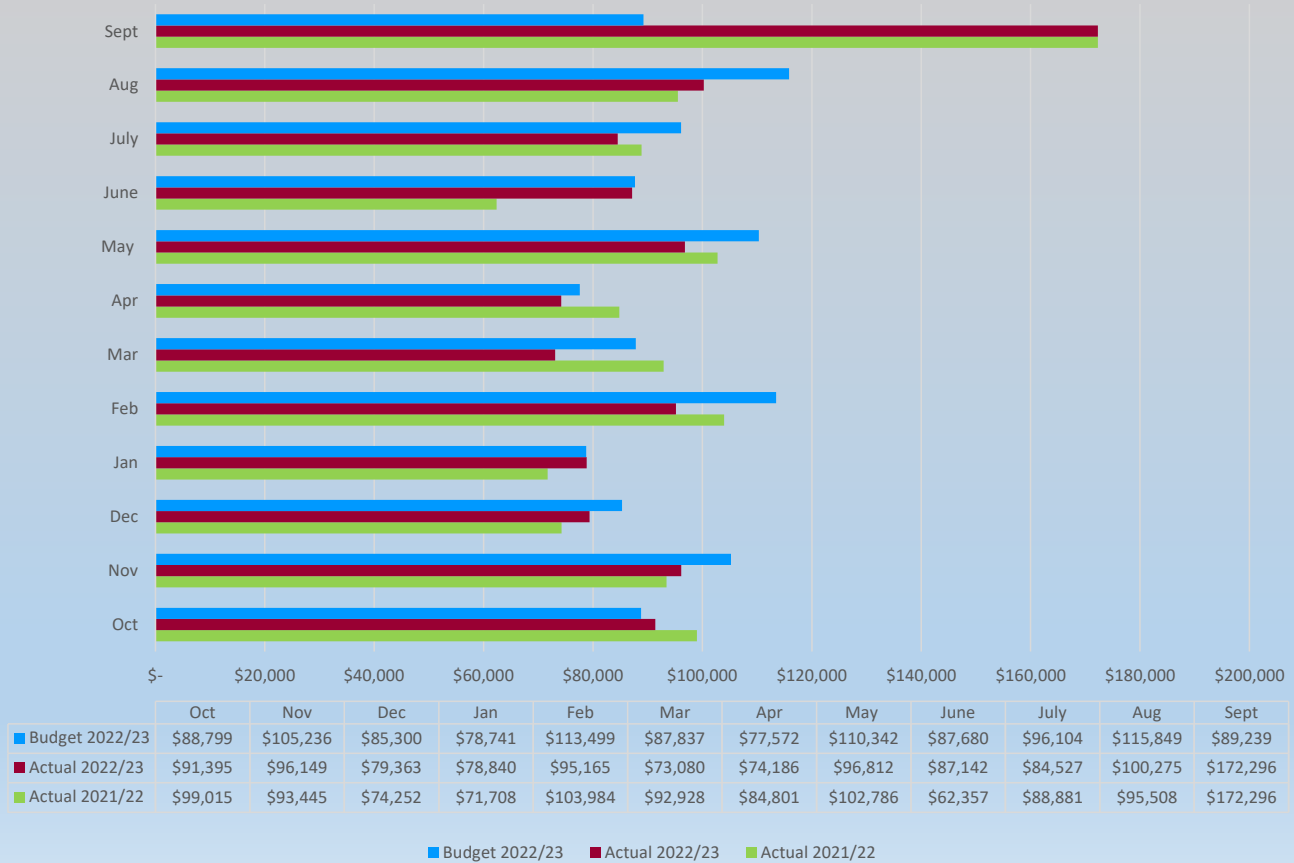
■ Budget 2023/24 ■ Actual 2023/24 ■ Actual 2022/23

EDC Sales Tax				Actual to Prior Year	% Actual to Prior Year	Current Year Actual to Budget	% Current Year to Budget
	2022/23	2023/24	2023/24				
	Actual	Actual	Budget				
October	99,015	91,395	95,161	(7,620)	-7.70%	(3,766)	-3.96%
November	93,445	96,149	92,214	2,704	2.89%	3,935	4.27%
December	74,252	79,363	73,268	5,112	6.88%	6,095	8.32%
January	71,708	78,840	71,339	7,132	9.95%	7,501	10.51%
February	103,984	95,165	119,809	(8,819)	-8.48%	(24,644)	-20.57%
March	92,928	73,080	79,655	(19,848)	-21.36%	(6,575)	-8.25%
April	84,801	74,186	80,804	(10,614)	-12.52%	(6,617)	-8.19%
May	102,786	96,812	111,980	(5,973)	-5.81%	(15,168)	-13.54%
June	62,357	87,142	88,351	24,785	39.75%	(1,209)	-1.37%
July	88,881	87,142	90,614	(1,739)	-1.96%	(3,472)	-3.83%
August	95,508	100,275	108,614	4,768	4.99%	(8,339)	-7.68%
September	172,296	-	84,511	-	0.00%	-	0.00%
Totals	969,663	959,550	1,011,810	(10,113)	-1.04%	(52,260)	-5.16%

CITY OF SEABROOK
CRIME DISTRICT - MONTHLY REPORT
August 31, 2024

ANNUAL				FISCAL YEAR-TO-DATE		
FORECAST	BUDGET	FORE VS BUD	CRIME DISTRICT	ACTUAL	BUDGET	ACT VS BUD
		FAV/(UNFAV)				FAV/(UNFAV)
		VARIANCE				VARIANCE
REVENUES						
1,046,174	1,136,199	(90,025)	Sales Tax	956,935	1,046,960	(90,025)
66,655	25,537	41,118	Interest Income	61,335	23,368	37,967
2,475	0		Other Revenue	2,475	0	
1,115,304	1,161,736	(48,907)	Total Revenues	1,020,744	1,070,328	(52,058)
EXPENDITURES						
577,620	656,878	79,258	Personnel Services	516,821	599,078	82,258
8,568	13,623	5,055	Materials & Supplies	6,703	11,758	5,055
327,048	328,874	1,826	Services	317,309	311,546	(5,763)
0	0	0	Capital	0	0	0
272,253	272,344	91	Transfers Out	249,649	249,739	91
1,185,489	1,271,719	86,230	Total Expenditures	1,090,481	1,172,122	81,641
FUND BALANCE						
1,140,307	1,140,307	0	Beginning Balance Estimate	1,140,307	1,140,307	0
(70,186)	(109,983)	39,797	Change in Fund Balance	(69,736)	(101,794)	32,058
1,070,121	1,030,324	39,797	Ending Balance	1,070,570	1,038,513	32,058

Crime District Monthly Sales Tax Comparison



Crime District Sales Tax				Actual to Prior Year	% Actual to Prior Year	Current Year Actual to Budget	% Current Year to Budget
	2022/23	2023/24	2023/24				
	Actual	Actual	Budget				
October	99,015	91,395	95,043	(7,620)	-7.70%	(3,648)	-3.84%
November	93,445	96,149	93,429	2,704	2.89%	2,720	2.91%
December	74,252	79,363	73,257	5,112	6.88%	6,107	8.34%
January	71,708	78,840	71,413	7,132	9.95%	7,428	10.40%
February	103,984	95,165	119,759	(8,819)	-8.48%	(24,594)	-20.54%
March	92,928	73,080	80,354	(19,848)	-21.36%	(7,275)	-9.05%
April	84,801	74,186	79,928	(10,614)	-12.52%	(5,741)	-7.18%
May	102,786	96,812	106,529	(5,973)	-5.81%	(9,716)	-9.12%
June	62,357	87,142	90,589	24,785	39.75%	(3,447)	-3.80%
July	88,881	87,142	92,891	(1,739)	-1.96%	(5,749)	-6.19%
August	95,508	100,275	110,588	4,768	4.99%	(10,312)	-9.32%
September	172,296	-	87,759	-	0.00%	-	0.00%
Totals	969,663	959,550	1,013,778	(10,113)	-1.04%	(54,228)	-5.35%

Crime District Annual Sales Tax Comparison by Month



TEXPOOL REPORT

MONTH OF AUGUST 31, 2024

5.2977%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted July)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	6,089,094.36	731,300.36	39,139.48	6,859,534.20	Working capital
GENERAL FUND - RESTRICTED	1,600,000.00	0.00	incl in above	1,600,000.00	
SEIZURE	53,201.80	0.00	239.38	53,441.18	Solely to purchase equipment for Law Enforcement
CHILD SAFETY PROGRAMS	2,137.71	0.00	9.62	2,147.33	Reserved for Child Safety/School Zones
DEBT SERVICE FUND	4,008,958.05	(1,031,938.40)	14,001.82	2,991,021.47	Restricted for General fund reserves & yearly debt service
FEDERAL SEIZURE	6,500.55	0.00	29.25	6,529.80	Criminal Investigation - Federal Funds
STEP FUND	49,318.48	0.00	221.90	49,540.38	
PUBLIC SAFETY	159,930.25	0.00	719.59	160,649.84	Public Safety Needs
HOTEL/MOTEL FUND	1,635,949.84	0.00	7,360.82	1,643,310.66	Restricted for promotion of tourism
CAPITAL IMPACT FEES	4,656,535.80	(6,000.00)	20,950.82	4,671,486.62	Water & sewer lines extensions & expansions
ENTERPRISE FUND - UNRESTRICT	2,229,904.36	(595,434.76)	10,444.44	1,644,914.04	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
GENERAL CAPITAL PROJECTS	3,484,573.64	0.00	15,678.55	3,500,252.19	General Fund CIP
CAPITAL PROJECT BONDS	3,164,473.07	1,473,000.00	14,452.04	4,651,925.11	2016A CO WW Plant, Clarifier & Todville 2016 Sewer
WTR/SWR BONDS	331,723.93	0.00	1,492.57	333,216.50	Funds transferred from Bond Mkt Acct to allow liquidity
IT BONDS	0.00	0.00	0.00	0.00	Fiber Optics
PD & GF BONDS	0.00	0.00	0.00	0.00	Public Works Facility
PD & GF BONDS (GEN FUND Reserve)	(0.00)	0.00	0.00	(0.00)	Public Works Facility funds provided by GF Reserve
FIRE BONDS	4,375,637.39	0.00	19,687.82	4,395,325.21	GO Series 2024
STREET BONDS	10,164,082.20	(31,000.00)	45,732.44	10,178,814.64	CO Series 2024
DRAINAGE BONDS	974,113.31	0.00	4,378.44	978,491.75	Drainage CO Funds 50/50 Split County Projects
CAROTHERS	251,754.07	0.00	1,132.75	252,886.82	Carother Facility & Park
PARK FEES	8,263.90	0.00	37.18	8,301.08	Reserved for acquisition & development of park land
ANIMAL	8,307.55	0.00	37.38	8,344.93	Animal Shelter Needs - Donation
CRIME DISTRICT	1,367,667.24	(90,695.33)	6,041.72	1,283,013.63	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	4,178,259.55	74,820.57	19,829.67	4,272,909.79	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
MUNI COURT - SECURITY FUND	19,921.31	0.00	89.63	20,010.94	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	16,877.19	0.00	75.94	16,953.13	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	1,104.06	0.00	4.97	1,109.03	Fund court on technology
PUBLIC SAFETY VERF	823,170.68	(258,304.67)	3,765.13	568,631.14	Public Safety Vehicle Equipment Replacement
PEG Fund	58,291.73	0.00	262.28	58,554.01	Public Education and Government Access
GE VERF	1,334,498.84	(265,747.77)	6,058.44	1,074,809.51	
STABILIZATION FUND	899,817.82	0.00	4,046.66	903,864.48	Highway 146 Project
WATER RATE STABILIZATION	0.00	0.00	0.00	0.00	
TOTAL TEXPOOL FUND	52,434,068.68	(0.00)	235,920.73	\$52,669,989.41	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Michael Gibbs

Finance Director



Monthly Newsletter: September 2024

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in August 2024:

TexPool

Montrose Redevelopment Authority,
Regions Bank as Agent
Hays County ESD No. 4
Meadow Lake WCID No. 1
Nova Academy
Joshua Farms MMD No. 1
Atlanta EDC
Palacios EDC

TexPool Prime

Montrose Redevelopment Authority,
Regions Bank as Agent
Hays County ESD No. 4
Meadow Lake WCID No. 1
Nova Academy
Joshua Farms MMD No. 1
City of Sweeny
Atlanta EDC
Palacios EDC

Upcoming Events

September 16, 2024 - September 19, 2024
76th Annual County Treasurers' Association of Texas Conference
Denton, TX

October 15 2024 - October 18 2024
Texas Association of County Auditors Fall Conference 2024
Georgetown, TX

October 30 2024 - November 2 2024
Government Finance Officers Association of Texas (GFOAT) Fall Conference
San Marcos, TX

TexPool Advisory Board Members

Patrick Krishock David Landeros
Belinda Weaver Sharon Matthews
Deborah Lauder milk Dina Edgar
Valarie Van Vlack

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Here we go again

September 1, 2024

It should be no surprise when the financial markets get ahead of themselves. And we don't need to be an expert at behavioral economics to know rational investors don't exist. But that doesn't make it any less frustrating when traders get over their skis, adding volatility and detracting from liquidity in the market. Just as they did late last year, markets are betting the Federal Reserve cuts rates faster than policymakers have indicated and, importantly, faster than the data is supporting.

Provoked by the Labor Department's substantial downward revision of jobs added this past year and Chair Jerome Powell's dovish comments at the Federal Reserve's central bank symposium at Jackson Hole, Wyo., the futures market has increased the odds of a 50-basis point cut in September policy-setting meeting. We don't agree, expecting a quarter-point reduction. The air is thinner near the Grand Tetons, but it's the markets that seem to be affected by the altitude.

Case in point is that downgrade of the employment figure. The Dept. said that the economy added 818,000 fewer jobs over the past 12 months through March than it had reported. Because that is the largest downward revision since 2009, investors seem to be treating it as the mark of an imminent recession. But we have always felt the Fed is comfortable with monthly additions of around 150,000 jobs as it describes an economy growing at a

(continued page 6)

Performance as of August 31, 2024

	TexPool	TexPool Prime
Current Invested Balance	\$30,295,015,407	\$14,278,172,891
Weighted Average Maturity**	36 Days	40 Days
Weighted Average Life**	100 Days	76 Days
Net Asset Value	1.00019	1.00027
Total Number of Participants	2,886	613
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$141,670,216.36	\$66,171,006.19
Management Fee Collected	\$1,082,825.89	\$677,255.89
Current S&P Global Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$31,521,842,227	\$14,538,161,234
Average Monthly Rate*	5.30%	5.44%
Average Weighted Average Maturity**	36	36
Average Weighted Average Life**	100	74

**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*

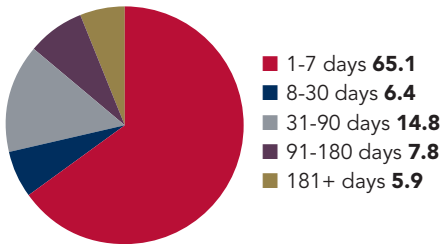
***See page 2 for definitions.*

Past performance is no guarantee of future results.



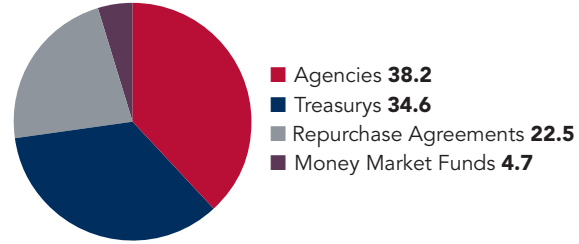
Portfolio by Maturity (%)

As of August 31, 2024



Portfolio by Type of Investment (%)

As of August 31, 2024



Portfolio Asset Summary as of August 31, 2024

	Book Value	Market Value
Uninvested Balance	\$980.38	\$980.38
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	129,985,053.28	129,985,053.28
Interest and Management Fees Payable	-141,670,304.24	-141,670,304.24
Payable for Investments Purchased	-1,052,079,563.55	-1,052,079,563.55
Accrued Expenses & Taxes	-61,475.28	-61,475.28
Repurchase Agreements	7,043,488,000.00	7,043,488,000.00
Mutual Fund Investments	1,467,085,200.00	1,467,085,200.00
Government Securities	11,977,613,453.52	11,978,227,376.68
US Treasury Bills	9,195,869,271.22	9,201,801,128.28
US Treasury Notes	1,674,784,791.82	1,674,216,730.55
Total	\$30,295,015,407.15	\$30,300,993,126.10

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	633	\$8,557,071,790.79
Higher Education	60	\$1,449,683,606.68
County	201	\$3,419,563,575.76
Healthcare	94	\$1,467,708,483.78
Utility District	936	\$4,863,791,081.58
City	509	\$8,208,559,615.51
Emergency Districts	112	\$455,969,949.25
Economic Development Districts	93	\$205,685,719.12
Other	248	\$1,666,952,454.31

**Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.



Daily Summary

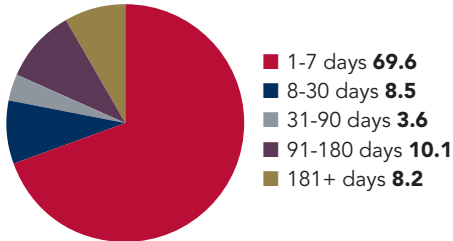
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
8/1	5.3201%	0.000145756	\$32,490,928,594.11	1.00006	35	101
8/2	5.3093%	0.000145459	\$32,415,089,501.20	1.00017	36	101
8/3	5.3093%	0.000145459	\$32,415,089,501.20	1.00017	36	101
8/4	5.3093%	0.000145459	\$32,415,089,501.20	1.00017	36	101
8/5	5.3070%	0.000145397	\$32,399,019,747.86	1.00016	34	100
8/6	5.2937%	0.000145034	\$32,519,901,024.61	1.00010	34	100
8/7	5.2965%	0.000145109	\$32,325,823,153.30	1.00011	36	100
8/8	5.2978%	0.000145146	\$32,194,123,280.87	1.00008	36	99
8/9	5.3116%	0.000145523	\$32,337,029,464.16	1.00007	37	98
8/10	5.3116%	0.000145523	\$32,337,029,464.16	1.00007	37	98
8/11	5.3116%	0.000145523	\$32,337,029,464.16	1.00007	37	98
8/12	5.2992%	0.000145184	\$32,190,970,161.73	1.00011	35	96
8/13	5.2988%	0.000145173	\$31,938,498,788.38	1.00014	37	102
8/14	5.2955%	0.000145081	\$31,130,707,531.72	1.00013	37	104
8/15	5.2917%	0.000144978	\$30,978,796,645.72	1.00008	38	103
8/16	5.2975%	0.000145137	\$30,995,885,914.68	1.00008	38	102
8/17	5.2975%	0.000145137	\$30,995,885,914.68	1.00008	38	102
8/18	5.2975%	0.000145137	\$30,995,885,914.68	1.00008	38	102
8/19	5.2789%	0.000144627	\$30,922,381,312.99	1.00007	35	100
8/20	5.2857%	0.000144815	\$30,862,265,575.48	1.00010	36	102
8/21	5.2846%	0.000144783	\$30,723,025,342.38	1.00013	35	102
8/22	5.2833%	0.000144749	\$30,609,672,136.30	1.00010	35	103
8/23	5.2861%	0.000144824	\$31,346,092,462.85	1.00010	35	100
8/24	5.2861%	0.000144824	\$31,346,092,462.85	1.00010	35	100
8/25	5.2861%	0.000144824	\$31,346,092,462.85	1.00010	35	100
8/26	5.2953%	0.000145077	\$31,126,043,327.52	1.00011	33	99
8/27	5.2958%	0.000145091	\$31,041,841,892.48	1.00014	33	98
8/28	5.2982%	0.000145155	\$31,057,496,129.37	1.00013	34	98
8/29	5.2998%	0.000145199	\$30,793,291,541.21	1.00011	35	99
8/30	5.2968%	0.000145117	\$30,295,015,407.15	1.00019	36	100
8/31	5.2968%	0.000145117	\$30,295,015,407.15	1.00019	36	100
Average:	5.2977%	0.000145142	\$31,521,842,226.74	1.00011	36	100



TEXPOOL Prime

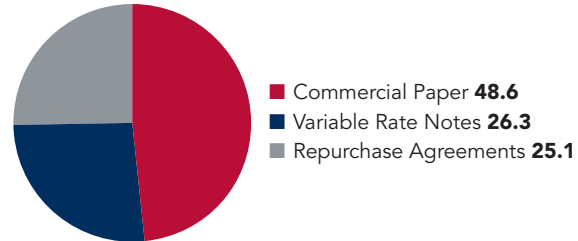
Portfolio by Maturity (%)

As of August 31, 2024



Portfolio by Type of Investment (%)

As of August 31, 2024



Portfolio Asset Summary as of August 31, 2024

	Book Value	Market Value
Uninvested Balance	\$939.86	\$939.86
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	23,313,247.91	23,313,247.91
Interest and Management Fees Payable	-66,172,637.51	-66,172,637.51
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-42,912.54	-42,912.54
Repurchase Agreements	3,589,809,000.00	3,589,809,000.00
Commercial Paper	9,231,265,252.92	9,234,627,474.46
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	1,500,000,000.00	1,500,539,471.15
Total	\$14,278,172,890.64	\$14,282,074,583.33

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	167	\$5,061,114,829.70
Higher Education	19	\$1,125,643,091.57
County	54	\$1,078,125,626.09
Healthcare	23	\$577,814,255.76
Utility District	77	\$558,390,513.22
City	120	\$2,472,195,672.83
Emergency Districts	35	\$111,787,078.69
Economic Development Districts	23	\$50,870,646.34
Other	95	\$3,242,083,295.87



TEXPOOL Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
8/1	5.4459%	0.000149203	\$15,404,102,473.27	1.00013	34	70
8/2	5.4479%	0.000149258	\$15,287,929,071.55	1.00017	35	70
8/3	5.4479%	0.000149258	\$15,287,929,071.55	1.00017	35	70
8/4	5.4479%	0.000149258	\$15,287,929,071.55	1.00017	35	70
8/5	5.4443%	0.000149160	\$15,130,419,068.15	1.00047	34	69
8/6	5.4415%	0.000149082	\$15,025,397,643.89	1.00033	34	69
8/7	5.4397%	0.000149032	\$14,983,642,145.77	1.00031	35	70
8/8	5.4444%	0.000149163	\$14,849,003,999.00	1.00033	35	71
8/9	5.4475%	0.000149246	\$14,779,639,570.88	1.00015	36	71
8/10	5.4475%	0.000149246	\$14,779,639,570.88	1.00015	36	71
8/11	5.4475%	0.000149246	\$14,779,639,570.88	1.00015	36	71
8/12	5.4504%	0.000149325	\$14,835,174,090.14	1.00028	33	70
8/13	5.4514%	0.000149354	\$14,710,996,537.57	1.00029	33	70
8/14	5.4527%	0.000149390	\$14,395,561,651.33	1.00032	34	75
8/15	5.4532%	0.000149403	\$14,238,146,914.27	1.00030	34	75
8/16	5.4551%	0.000149455	\$14,093,865,737.34	1.00013	35	77
8/17	5.4551%	0.000149455	\$14,093,865,737.34	1.00013	35	77
8/18	5.4551%	0.000149455	\$14,093,865,737.34	1.00013	35	77
8/19	5.4521%	0.000149373	\$13,955,850,546.32	1.00028	33	75
8/20	5.4488%	0.000149283	\$13,892,412,473.81	1.00028	33	75
8/21	5.4359%	0.000148930	\$14,156,978,805.12	1.00030	36	76
8/22	5.4360%	0.000148932	\$14,083,783,074.92	1.00032	36	76
8/23	5.4312%	0.000148799	\$14,201,983,801.58	1.00018	37	77
8/24	5.4312%	0.000148799	\$14,201,983,801.58	1.00018	37	77
8/25	5.4312%	0.000148799	\$14,201,983,801.58	1.00018	37	77
8/26	5.4332%	0.000148855	\$14,273,379,445.11	1.00034	35	74
8/27	5.4366%	0.000148949	\$14,226,191,841.99	1.00032	40	78
8/28	5.4371%	0.000148963	\$14,453,638,296.95	1.00033	39	76
8/29	5.4327%	0.000148842	\$14,421,718,920.42	1.00035	38	75
8/30	5.4315%	0.000148809	\$14,278,172,890.64	1.00027	40	76
8/31	5.4315%	0.000148809	\$14,278,172,890.64	1.00027	40	76
Average:	5.4434%	0.000149133	\$14,538,161,233.98	1.00025	36	74



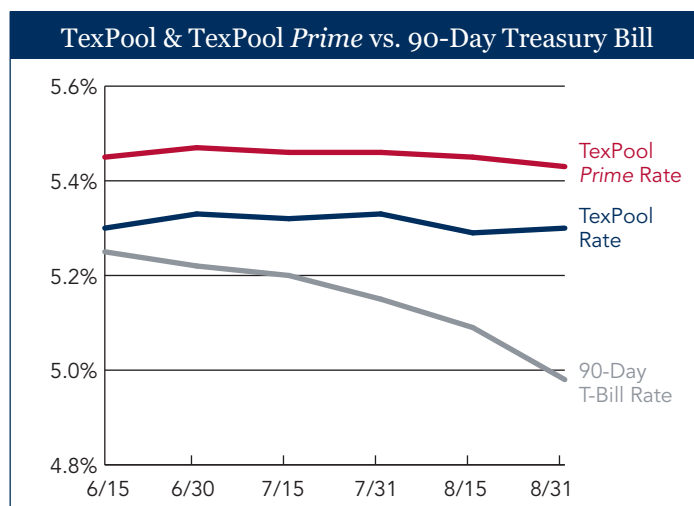
Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

reasonable pace. Well, the new average is 174,000—not as “red hot” as before the revision, but with a robustness still indicative of a soft landing.

While monetary policy works with a lag, the Fed likely views the labor market as supporting a soft landing, not a free fall. Powell, for one, doesn’t appear to be panicking, saying, “We do not seek or welcome further cooling in labor market conditions,” in his address in Jackson Hole. In our minds, it would take an extraordinarily weak August payroll number combined with a large jump in the unemployment rate to shift our expectations from a quarter-point to a half-point cut at the September FOMC meeting. On the flip side, the data would have to be very strong to derail the Fed from easing at all. Inflation prints between now and then also are key, of course. Policymakers will have seen all three major government reports—July PCE and August CPI and PPI—before they meet Sept. 16-18, and the same logic applies.

Unfortunately for cash managers, the more investors infer, the more they interfere. The yield curve has now completely inverted. For those of us who expect at most 75 basis-points of cuts in the fed funds target range (now 5.25-5.5%) by year-end, it’s hard to rationalize buying securities offering the corresponding deflated yields.

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90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

Tips for Preventing Financial Fraud

With cyber-crime and other social engineering attacks on the rise, TexPool offers tips, resources, and other suggestions to help protect your participating entity from potential financial fraud. Please visit the Financial Fraud Prevention page on [TexPool.com](https://www.texpool.com) to learn more.

We also encourage you to complete the Phishing and Cybersecurity Awareness course that is available through TexPool Academy.

September 2024

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2	3 6:00pm Regular City Council Meeting (City Council Chambers)	4	5 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	6	7
8	9	10	11	12 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	13	14 8:00am Kids' Fish
15	16	17 6:00pm Regular City Council Meeting (City Council Chamber)	18	19 6:00pm Seabrook Planning & Zoning Commission Meeting 6:30pm HCMCA Meeting (Maggiano's 2019 Post Oak Blvd.)	20	21
22	23	24 6:00pm Special City Council Meeting (City Hall)	25	26	27	28
29	30	Oct 1	2	3	4	5

October 2024

October 2024							November 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	8	9
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 29	30	Oct 1 6:00pm Regular City Council Meeting (Council Chambers)	2	3 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	4	5
6	7	8	9	10 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	11	12 Celebration Seabrook
13	14	15 6:00pm Regular City Council Meeting (City Council Chamber)	16	17 10:00am Harvest Moon Regatta 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	18	19
20 Harvest Moon Regatta	21	22	23	24	25	26
27	28	29	30	31	Nov 1	2