



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JUNE 18, 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, JUNE 18, 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*

2. PRESENTATIONS

2.1 Chief Nelson to present an update regarding the progress of the TNR pilot program. *Rolf Nelson, Police Chief*

3. CONSENT AGENDA

3.1 Approve the minutes of the June 4, 2024 City Council Meeting.

4. BOARDS AND COMMISSIONS

4.1 Consider and take all appropriate action on approval of Jeffrey Larson for appointment to the Board of Adjustment/Building Standards Commission, with the

appointment to expire on January 1, 2026. *City Council*

4.2 Consider and take all appropriate action on the resignation of Garry Mack from the Charter Review Commission and the new appointment of a member to the commission. *Gayle Cook, City Manager*

4.3 Consider and take all appropriate action on approval of a new member to the Planning and Zoning Commission, with the appointment to expire on January 1, 2027. *City Council*

5. NEW BUSINESS

5.1 Consider and take all appropriate action on the approval of Resolution 2024-14, Authorizing the Submittal of Grant Application 141445011, a grant application to the United States Department of Justice for financial assistance to achieve accreditation status for the Seabrook Police Department in the total amount of \$101,527.00 with no local match and authorizing the City Manager to execute all associated documents. *Rolf Nelson, Police Chief*

RESOLUTION OF THE CITY OF SEABROOK, TEXAS AUTHORIZING GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR ACCREDITATION FEES, EVIDENCE MANAGEMENT SOFTWARE, EVIDENCE MANAGEMENT AND STORAGE EQUIPMENT, PROPERTY ROOM SECURITY EQUIPMENT, AND SWORN PERSONNEL OVERTIME TO MANAGE THE ACCREDITATION PROCESS; AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE THEREOF; AND AUTHORIZING THE ESTABLISHMENT OF A SEPARATE INTEREST BEARING TRUST ACCOUNT DESIGNATED FOR THIS PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", AND PROVIDING FOR AN EFFECTIVE DATE.

5.2 Consider and take all appropriate action on approval of an extension agreement between the City of Seabrook and Alsay Incorporated to provide for the inspection, assessment, and repair of (3) City of Seabrook water wells, as referenced in the Request for Proposal Project #2020-03-324 for a term to extend to January 1, 2025 and authorize the City Manager to execute all associated documents. *Brian Craig, City Engineer*

5.3 Consider and take all appropriate action on the agreement between the City of Seabrook and Bay Area Houston Convention and Visitors Bureau (BAHCVB) as per the terms of the agreement in effect and ending December 31, 2025. *Michael Giangrosso, At-Large Position 4*

5.4 Consider and take all appropriate action on a renewal with Blue Cross Blue Shield (BCBS) for employee medical insurance benefits. *Yesenia Garza, Director of Human Resources*

5.5 Consider and take all appropriate action on the approval of a proposal with Randall Scott Architects to Update the Program of Requirements and Provide Conceptual Design Services for a new Police Station in an amount of \$39,850.00 and authorize the City Manager to execute all associated documents. This is an unbudgeted item and will require a budget amendment. *Gayle Cook, City Manager*

6. EXECUTIVE SESSION

6.1 Section 551.074

Conduct a closed executive session to deliberate the evaluation and duties of the City Manager. *Thom Kolupski, Mayor of Seabrook*

7. 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".

8. ROUTINE BUSINESS

8.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Port of Houston Rail Spur, City of Seabrook CIP Projects, H.B. 2071, Section 303 TLGC, Economic Development Updates, and City of Seabrook Grant Administration.

8.2 Establish future meeting dates and agenda items.

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, June 14, 2024 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





City of Seabrook 6 Month Trap-Neuter-Release (TNR) Pilot Program

SUBJECT/TITLE	TNR Pilot Program
APPLICABILITY	Staff, Public
CONTACT PERSON & DIVISION	Chief of Police
ORIGINAL DATE ADOPTED	03/19/2024
LATEST EFFECTIVE DATE	10/01/2024
REVIEW FREQUENCY	Every 2 Months
CITY COUNCIL APPROVAL DATE	03/19/2024
REFERENCE NUMBER	210-024-P-01

Purpose

The City of Seabrook endorses Trap-Neuter-Return (TNR) as a method of controlling feral cat populations and as a means of establishing a system of community-based resources dedicated to:

- Ensuring feral cats are spayed/neutered, vaccinated and adequately cared for by TNR Caregivers;
- Abating nuisances or other public health or safety threats caused by feral cats; and
- Reducing the number of feral cats euthanized at the City's animal shelter.

TNR in Seabrook will be accomplished through a partnership between TNR Sponsors, TNR Caregivers and the City of Seabrook. Responsibilities for each of these three entities are detailed below.



Sponsors Responsibilities:

1. Sponsors must obtain a no-cost permit from the City of Seabrook to serve in this capacity.
 - a. To obtain a permit, a sponsor must:
 - (i) Fill out a sponsor application form to be reviewed and assessed by the City.
 - (ii) Be approved by the Police Chief or his/her designee and agree to comply with the requirements set forth in this policy.
 - (iii) Demonstrate the ability, capacity and willingness to comply with the requirements set forth in this policy.
2. Sponsors must establish processes to evaluate and approve (or deny) TNR Caregiver application requests.
3. Sponsors must oversee the activities of the TNR Caregivers for which they serve as Sponsor by:
 - a. Maintaining access to Caregiver records, including number of cats in the targeted colony, and vaccination and spay/neuter records that are searchable by microchip number for each cat in the targeted Caregiver colony.
 - b. Providing for Caregivers, at a minimum, Department-approved written educational training addressing uniform standards and procedures for colony maintenance.
 - c. Assisting to resolve any complaints over the conduct of a TNR Caregiver for which they serve as Sponsor.
 - d. Ensure that all services and post recovery is planned and approved for with TNR Caregiver before a trapping is authorized
4. Sponsors must fully cooperate with the City in resolving:
 - a. Any situation involving TNR Program Cats posing a potential threat to public health and/or safety, including the possible risk of rabies transmission;
 - b. Any investigation into animal cruelty involving TNR Program Cats;
 - c. Any nuisance investigation involving TNR Program Cats;
 - d. Any situation involving TNR Program Cats in unsafe or inappropriate areas.

Caregiver Responsibilities:

1. Caregivers must register with an appropriately-permitted Sponsor.



2. Caregivers must take appropriate and reasonable steps to:
 - a. Vaccinate the TNR Program Cat colony population for rabies and to update the vaccinations in accordance with state law;
 - b. Spay or neuter colony population by a licensed veterinarian;
 - c. Eartip the left ear of cats that are in the TNR Program.
 - d. Cats are not considered TNR Program Cats until they have been spayed or neutered, vaccinated, eartipped and records have been filed as required below.
3. Caregivers must provide their Sponsor with records, including number of cats in each colony, and vaccination and spay/neuter records that are associated with each TNR Program Cat.
4. Caregivers are only allowed to feed as part of this Pilot Program
5. Caregivers must obtain proper medical attention for any TNR Program Cat that appears to require it.
6. Caregivers must observe the TNR Program Cats at least twice per week and monitor any illness or unusual behavior noticed in any TNR Program Cat.
7. Caregivers must obtain approval of the owner of any property, or any authorized representative of the owner, to which TNR Caregiver requires access to provide TNR Program Cat care. The targeted area for this pilot program is Waterfront Drive on a dead-end public easement **Exhibit "A"**
8. Caregivers must provide Sponsor with a monthly accounting of
 - a. the number of all cats in their colony at beginning of the program,
 - b. the number of all cats in their colony at the end of month, and
 - c. explanation of any variances.
9. Caregivers must pay for medical and vaccination services. Caregivers must produce written approval from sources for medical and vaccination services before starting the TNR program.
10. Caregivers must fully cooperate with their Sponsor and or the City to address:



- a. Any situation involving TNR Program Cats posing a potential threat to public health and/or safety, including the possible risk of rabies transmission;
- b. Any investigation into animal cruelty involving TNR Program Cats;
- c. Any nuisance complaint investigation involving TNR Program Cats;
- d. Any situation involving TNR Program Cats in unsafe or inappropriate areas.

City of Seabrook Responsibilities:

1. The City of Seabrook's responsibilities will be carried out by the Police Chief or his/her designee
2. Credentialing of Sponsors and Caregivers with approved lanyards
3. The City is ultimately responsible for resolving complaints received involving feral cats, TNR Program Cats, TNR Sponsors and TNR Caregivers.
4. In response to a nuisance cat complaint in the targeted area **on Waterfront**, the City shall:
 - a. Offer educational material on humane techniques to deal with nuisance cats.
 - b. Contract a sponsor to coordinate the cat to be trapped.
 - c. Offer other trap service resource referrals.
 - d. Utilize its authority as established in the City of Seabrook Animal Control Ordinance.
5. If a cat is brought to the animal shelter, the City shall: (Animal control will release captured TNR Program Cats (any ear tipped cat) on site and will not take them to the shelter unless it is a nuisance cat or sick.)
 - a. Determine if cat is part of the TNR program.
 - i. If it is not a part of the program the shelter will follow normal shelter protocol to deal with the animal or transfer the cat to a TNR program.
 - ii. If it is a part of the TNR Program, the shelter shall notify the Sponsor for the TNR Cat.
 1. If the TNR Program Cat has not been previously deemed a nuisance, City may release the TNR Program Cat to a TNR Caregiver.



- a. Vaccination verification must be provided to the shelter prior to release or the TNR Program Cat must be vaccinated prior to release.
 - b. Shelter shall determine if the cat is too sick or diseased to be rereleased in which case the shelter may medically treat or humanely euthanize the TNR Program Cat.
 - c. The cat shall be micro chipped.
 - d. TNR Caregiver is responsible for paying medical, vaccination and micro chipping expenses that are provided by the City shelter.
2. If the TNR Cat has been deemed to be a nuisance more than once, City will not release cat to TNR Caregiver to be returned to the environment in which it has been previously removed as a nuisance.
 - a. City may release cat to another entity that agrees to relocate cat in an area the City determines will not pose a nuisance threat (i.e. barn cat program).
 - b. City may humanely euthanize the TNR Cat if has been deemed a nuisance more than once.

City of Seabrook Authority During this Pilot Program:

1. The City has the authority to revoke TNR Sponsor and TNR Caregiver status if City determines the Sponsor or Caregiver has failed to comply with policy requirements.
2. For the purposes of this policy, the City shall determine when there is a potential threat to public health or safety, when TNR Program Cats are in unsafe or inappropriate areas, or if TNR Program Cats are at risk of harm or suffering.
3. If the City determines that a TNR Program Cat or TNR Program Cat Colony poses a threat to public health or safety, are in unsafe of inappropriate areas, or determines the TNR Program Cats are at risk of harm or suffering, the City shall have the discretion to undertake any lawful action deemed necessary including removing individual TNR Program Cats or entire TNR Program Cat Colony.
4. If Sponsor and/or Caregiver are unsuccessful in correcting an identified nuisance, the City may remove nuisance TNR Program Cat or TNR Program Cat Colony.





MEETING MINUTES
JUNE 4, 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 Deputy City Secretary Amanda Morales. Mayor Thom Kolupski declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Terry Akins	2120 NASA Pkwy	Seabrook	Hotel Occupancy Tax
Jennifer Findley	318 Lakeshore Drive	El Lago	ALERT Grant

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

This item was called after item 6.1

Councilmember Hefner announced the following upcoming events:

- Movie Night at Meador Park - Saturday, June 15, 2024 at 7:00 p.m.
- Texas Outlaw Challenge - Thursday June 20 - Sunday June 23, 2024.
- 4th of July Kid's Parade - Thursday, July 4, 2024 from 10:00 a.m. to 12:00 p.m. at Meador Park

2. PRESENTATIONS

Presentations were made at 1.1 prior to Public Comments.

2.1 Mayor Kolupski to present the Mayor's Certificate of Appreciation to thank Rosebud Caradec for her 39 years of service to the City of Seabrook.

Mayor Kolupski presented the Mayor's Certificate of Appreciation to Rosebud Caradec for her 39 years of service to the City of Seabrook.

2.2 Mayor Kolupski to present the Mayor's Certificate of Appreciation to thank Michele Glaser for her 8 years of service to the City of Seabrook.

Mayor Kolupski presented the Mayor's Certificate of Appreciation to Michele Glaser to thank her for her 8 years of service to the City of Seabrook.

2.3 Presentation of a Lifesaving Award to Officer Michael Dyer and Officer Matthew Sterling for the lifesaving efforts they provided on April 8, 2024.

Chief Nelson presented a Lifesaving Award to Michael Dyer and Officer Matthew Sterling for the lifesaving efforts they provided on April 8, 2024.

There was a short recess following item 2.3 from 6:11 p.m. until 6:27 p.m. to serve cake in recognition of Rosebud Caradec and Michele Glaser.

2.4 Presentation of the post-event report from the Bay Area Houston Ballet and Theatre season. *Jill Reason*

Bay Area Houston Ballet and Theatre representative Jill Reason presented a post-event report regarding the Houston Ballet and Theatre season. *See Attachment A.*

3. CONSENT AGENDA

3.1 Approve the minutes of the May 21, 2024 City Council Meeting.

3.2 Approve Resolution 2024-12 supporting a No Wake Zone in the Clear Lake area for the Texas Outlaw Challenge.

Motion:	To Approve the Consent Agenda
Made By:	At-Large Position 6 Machol
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

4. BID AWARDS

4.1 Consider and take all appropriate action on the bid award of RFP# 2024-04, HVAC Maintenance, to Honeywell and approve an agreement with Honeywell for a term of three (3) years at an amount of \$231,728.37 with two (2) optional year extensions and authorize the City Manager to execute all associated documents.

Kevin Padgett presented the service agreement and the terms of the contract. Honeywell representative Adina Walker answered questions concerning the comprehensive contract and repairs on current components.

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

5. NEW BUSINESS

5.1 Consider and take all appropriate action on an Interlocal Agreement for Sharing Computer-Aided Dispatch Data with TxDOT at no cost to the City of Seabrook

Chief Nelson discussed an Interlocal Agreement for sharing Computer-aided dispatch data with TxDOT.

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

5.2 Consider and take all appropriate action on the approval of a proposal and Client Services Agreement (CSA) with Utility Associates, Inc. for police body-worn, in-car, and jail camera

equipment and support for \$350,000.00 over a five (5) year agreement term with a \$140,000.00 initial one-time fee in the first year from the Crime District Fund (Fund 50) and authorize the City Manager to execute all necessary documents.

Chief Nelson discussed the proposed client service agreement with Utility Associates for police body-worn, in-car and jail camera equipment.

Motion:	To Approve
Made By:	At-Large Position 6 Machol
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

- 5.3 Consider and take all appropriate action on the approval of funding signage for the hotels and motels through the Hotel Occupancy Tax (HOT) funds for marketing hotel and motel uses on or near SH 146 through the Texas Department of Transportation (TXDot) logo sign program with Lone Star Logos under "Lodging" designation in an amount not to exceed \$33,600 in the first year as an eligible expenditure to pay for advertising that attract visitors.**

Council discussed funding for signage and it was determined more information was needed regarding customer survey tracking.

Motion:	To Table (Postpone)
Made By:	At-Large Position 3 Tollett
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

6. ROUTINE BUSINESS

- 6.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Port of Houston Rail Spur, City of Seabrook CIP Projects, Economic Development Updates, and City of Seabrook Grant Administration.**

City Manager Gayle Cook gave update and report on various items that required no action. See *attachment B*.

- 6.2 Establish future meeting dates and agenda items.**

Deputy City Secretary Amanda Morales informed Mayor and Council the next regular City Council meeting would be held on June 18, 2024 at 6:00 p.m. and a Special City Council meeting would be held on June 11, 2024 at 6:00 p.m.

7. EXECUTIVE SESSION

Mayor Kolupski adjourned the regular meeting to enter into Executive Session at 7:25 p.m.

- 7.1 Section 551.074
Conduct a closed executive session to deliberate the evaluation and duties of the City Manager.**

8. OPEN SESSION

Mayor Kolumpski reconvened the open meeting and then adjourned at 7:37 p.m.

Signature Page

APPROVED:

Thomas G. Kolupski
Mayor

DATE:

ATTEST:

Rachel Lewis, TRMC
City Secretary

From: noreply@civicplus.com
To: [City Secretary](#); [Marketing](#)
Subject: Online Form Submittal: Application for Appointment to the Board of Adjustment/Building Standards Commissions
Date: Thursday, May 2, 2024 2:21:22 PM

Application for Appointment to the Board of Adjustment/Building Standards Commissions

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.

The Board of Adjustment/Building Standards Commission hears and determines appeals from refusal of building permits, and to permit exceptions or variations from the zoning regulations in classes of cases or situations in accordance with the principles, conditions, and procedures specified in the zoning ordinance. The BOA/BSC is composed of 5 regular members and up to 2 alternates serving two-year terms.

Candidates are required to be registered voters of the City; to have resided within the corporate limits for at least twelve months preceding the appointment; have no felony convictions for which they have not been pardoned; not be an adversary party to pending litigation against the City; and not in arrears on any city taxes, water services charges, or other obligations owed the City. All appointments are made by and at the discretion of the City Council. Because vacancies may arise before the next regular appointment period, all applications are kept on file for one year.

If you have questions or need more information about this application, please email the Office of the City Secretary at citysec@seabrooktx.gov or call (281) 291-5663.

Name	Jeffrey Larson
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Phone	7138385883
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Email	
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Please enter the address of your residence. All applicants must live within Seabrook City limits.

Street Address	2314 Acadiana Lane
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City	Seabrook
State	Texas
Zip Code	77586
Are you a Registered Voter?	Yes
How long have you been a resident of Seabrook?	20
Have you attended a meeting of the BOA/Building Standards Commission?	No
Are you currently a member of the BOA/Building Standards Commissions?	No
Have you previously served on a Seabrook board or commission?	Yes
Have you ever served a full or partial term on Seabrook City Council?	Yes
If you have served on a Seabrook board or commission please identify which ones.	Seabrook Economic Development Corporation
Have you previously served on a board or commission for another city or organization?	No
If you have served on a board or commission for another city or organization, please list them here.	<i>Field not completed.</i>

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of a BOA Member or Building Standards Commissioner?	No
If you answered Yes or Uncertain to a potential conflict of interest, please explain	<i>Field not completed.</i>
What special skill or knowledge would you bring to the BOA/BCS?	I have experience in planning and zoning through my term as Councilperson, although i have not attended a specific BOA meeting.
The Board of Adjustment is considered a quasi-judicial board with appeals going to district court. What are your feelings on the importance of this role for which you are volunteering?	Having served on City Council, it our city's planning and zoning according to the Master Plan are very important. Any requests for variances should be scrutinized carefully to make sure a variance maintains consistency with the City Master Plan.
Objectivity and a knowledge of municipal ordinances is necessary to ascertain when a variance is in the public interest, does not create an unnecessary hardship, and upholds the spirit of the ordinance from which you are granting a variance. A financial hardship is not considered a reason for granting a variance. Please define "unnecessary hardship" as it would relate to granting a variance.	According to the Texas Municipal League, compliance with the city's zoning would create an unnecessary hardship if the cost of compliance is greater than 50% of the appraised value of the structure or if compliance would result in unreasonable encroachment on an adjacent property or easement. The definition is fully defined in the TML.

Please provide any additional information you feel would be useful to the City Council in considering your application. A cover letter and/or resume may also be submitted with the application.

Field not completed.

Today's Date

5/2/2024

By submitting this application online, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements.

I Understand and Agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#); [Marketing](#)
Subject: Online Form Submittal: Application for Appointment to the Charter Review Commission
Date: Wednesday, June 12, 2024 5:06:49 PM

Application for Appointment to the Charter Review Commission

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

Purpose

The purpose of the Charter Review Commission is to review the City's Charter and make recommendations for possible changes to the Charter.

The Charter Review Commission is composed of 7 regular members serving a 6-month term.

Requirements

Candidates must meet the following requirements to be considered for appointment:

- Having resided with the City of Seabrook for at least 12 months preceding appointment.*
- Be a registered voter of the City of Seabrook.*
- Have no felony convictions for which they have not been pardoned.*
- Not be an adversary party to pending litigation against the City of Seabrook.*
- Not be in arrears on any city taxes, utility service charges, or other obligations owed to the City of Seabrook.*

Appointment

All appointments are made by and at the discretion of the City Council. Because vacancies may arise before the next regular appointment period, all applications are kept on file for 1 year.

Questions

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

Name	Lori Solt
Phone	2816359682
Email	

Please enter the address of your residence. All applicants must live within Seabrook City limits.

Street Address	2301 Pin Hook Ct
City	Seabrook
State	TX
Zip Code	77586
Are you a Registered Voter?	Yes
How long have you been a resident of Seabrook?	25
Have you attended a meeting of the Charter Review Commission?	No
Are you currently a member of the Charter Review Commission?	No
Have you previously served on a Seabrook board or commission?	No
Have you ever served a full or partial term on Seabrook City Council?	No
If you have served on a Seabrook board or commission please identify which ones.	I have not served on a Seabrook board or commission
Have you previously served on a board or commission for another	No

city or organization?

If you have served on a board or commission for another city or organization, please list them here.

Field not completed.

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of a Charter Review Commissioner?

No

If you answered Yes or Uncertain to a potential conflict of interest, please explain

Field not completed.

What special skill or knowledge would you bring to the Charter Review Commission?

As a long term resident of Seabrook and a small business owner based out of Seabrook.

The Charter Review Commission must carefully examine the City's Charter and consider whether and which updates are appropriate. The City Attorney will be available to the Commission to help guide Commissioners on State and local law. What would make you a good candidate for reviewing the City's Charter? Do you have experience reviewing foundational documents such as the Charter?

None

Given its role as the

I believe that we must uphold our morals and values every day in both our personal and business lives and its not one

constitution of the City, many stakeholders exist who would benefit from the Charter being changed in their favor. Therefore, objectivity of Commissioners is essential. Please give an example of a time when you had to resist outside influences in order to make the right decision.

circumstance that makes a persons reputation but a lifetime of good decisions.

Please provide any additional information you feel would be useful to the City Council in considering your application. A cover letter and/or resume may also be submitted with the application.

Field not completed.

Today's Date

6/12/2024

By submitting this application online, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements.

I Understand and Agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#); [Marketing](#)
Subject: Online Form Submittal: Application for Appointment to the Charter Review Commission
Date: Monday, March 25, 2024 6:12:49 PM

Application for Appointment to the Charter Review Commission

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.

The purpose of the Charter Review Commission is to review the City's Charter and make recommendations for possible changes to the Charter. The Charter Review Commission is composed of 7 regular members serving a six-month term.

Candidates are required to be registered voters of the City; to have resided within the corporate limits for at least twelve months preceding the appointment; have no felony convictions for which they have not been pardoned; not be an adversary party to pending litigation against the City; and not in arrears on any city taxes, water services charges, or other obligations owed the City. All appointments are made by and at the discretion of the City Council. Because vacancies may arise before the next regular appointment period, all applications are kept on file for one year.

If you have questions or need more information about this application, please email the Office of the City Secretary at citysec@seabrooktx.gov or call (281) 291-5663.

Name	Melanie Bentley
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Phone	281 474 7847
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Email	
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Please enter the address of your residence. All applicants must live within Seabrook City limits.

Street Address	1434 Cottage Cove Ct.
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City	Seabrook
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State	Tx.
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Zip Code	77586
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Are you a Registered Voter?	Yes
How long have you been a resident of Seabrook?	22
Have you attended a meeting of the Charter Review Commission?	No
Are you currently a member of the Charter Review Commission?	No
Have you previously served on a Seabrook board or commission?	No
Have you ever served a full or partial term on Seabrook City Council?	No
If you have served on a Seabrook board or commission please identify which ones.	Open Space & Trails Committee
Have you previously served on a board or commission for another city or organization?	No
If you have served on a board or commission for another city or organization, please list them here.	<i>Field not completed.</i>
Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of a Charter Review Commissioner?	No
If you answered Yes or	<i>Field not completed.</i>

Uncertain to a potential conflict of interest, please explain

What special skill or knowledge would you bring to the Charter Review Commission?

I'm great at researching issues. I have work with Debra Harper as a volunteer for Seabrook Parks. I love Seabrook and my neighbors.

I feel we need people with different points of view. Objectivity is important.

I would love the opportunity help find solutions.

I am flattered that Jackie Rasco believes my opinions would be helpful to the Charter Review Commission.

The Charter Review Commission must carefully examine the City's Charter and consider whether and which updates are appropriate. The City Attorney will be available to the Commission to help guide Commissioners on State and local law. What would make you a good candidate for reviewing the City's Charter? Do you have experience reviewing foundational documents such as the Charter?

I have nothing but time to examine City Charter.

I love research and would scrutinize any code or law brought before the Commission for consideration and updates.

Given its role as the constitution of the City, many stakeholders exist who would benefit from the Charter being changed in their favor. Therefore, objectivity of Commissioners is essential. Please give an example of a time when you had to resist outside influences in order to make the right decision.

I recently resisted outside influence when I spoke out about my 4th amendment rights being violated by City Inspector and Code enforcement.

I would love the opportunity to help protect fellow Seabrook Residents from inappropriate enforcement by working with others to review the Charter being changed or the ones that need changing..... and how they are enforced.

Please provide any additional information you feel would be useful to the City Council in considering your application. A cover letter and/or resume may also be submitted with the application.

Field not completed.

Today's Date

3/25/2024

By submitting this application online, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements.

I Understand and Agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#); [Marketing](#)
Subject: Online Form Submittal: Application for Appointment to the Planning and Zoning Commission (PZ)
Date: Tuesday, February 13, 2024 1:50:44 PM

Application for Appointment to the Planning and Zoning Commission (PZ)

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.

If you have questions or need more information about this application, please email the Office of the City Secretary at citysec@seabrooktx.gov or call (281) 291-5663.

Name	Randy Miller
------	--------------

Phone	2813893836
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Email	
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Please enter the address of your residence. All applicants must live within Seabrook City limits.

Street Address	5710 Neal Dr
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City	Seabrook
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State	TX
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Zip Code	77586
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Are you a Registered Voter?	Yes
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How long have you been a resident of Seabrook?	50
--	----

Have you attended a meeting of the Planning and Zoning Commission?	Yes
--	-----

Are you currently a member of the Planning and Zoning	No
---	----

Commission?

Have you previously served on a Seabrook board or commission?	Yes
Have you ever served a full or partial term on Seabrook City Council?	No
If you have served on a Seabrook board or commission please identify which ones.	Master Plan Review
Have you previously served on a board or commission for another city or organization?	No
If you have served on a board or commission for another city or organization, please list them here.	<i>Field not completed.</i>
Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of a Planning and Zoning Commissioner?	No
If you answered Yes or Uncertain to a potential conflict of interest, please explain	<i>Field not completed.</i>
What special skill or knowledge would you bring to the Commission?	I have lived in Seabrook since 1973, and became a property owner in 1981, and have seen the changes and growth the City has accomplished. While I was employed, I was trained in industrial accident investigations, in 2022 I served on the Master Plan Review Board, I feel I have knowledge of Seabrook, along with communication and teamwork skills.
What are your thoughts or philosophy on Seabrook's growth and	I think Seabrook has a lot of potential for growth, once the 146 project is complete, developers will be more inclined to invest here. With the Point and Old Seabrook properties being prime areas for future entertainment and restaurants development that

its future?

would attract people and businesses to Seabrook.

What do you see as the most significant planning-related issue to the City (short term and long term) and how do you think the Commission could help to provide solutions?

I see growth as the biggest issue, how do we promote it and help it expand.
I'll say that transportation, or traffic in the city is a factor that's slows growth, if people can't get to it, they won't come. But we don't have a lot of choices when it comes to expanding our roadways in Seabrook. The one area I do see is Red Bluff between Toddville and 146, I believe this may be a county responsibility? But if that road was opened up say 4 lanes with turn lanes, along with straightening it out, would make a lot of property more desirable.

What do you feel are some of the factors, both positive and negative, which go into making a residential neighborhood a good place to live?

Positive: City amenities, parks, trails, splash pad, pool, library. Quality restaurants, availability of quality grocery stores. Active code enforcement that provides uniformity to neighbor hoods. Reasonable building codes and enforcement. Negative: Businesses that cause noise and odor, and City traffic conditions.

What do you feel are some factors, positive and negative, that contribute to a good commercial or industrial area?

What I have witnessed at City meetings, residents of Seabrook are not supportive of anything that is associated with properties / areas labeled as industrial.
But there is room and locations for them. I feel the best "industrial" businesses for Seabrook, should be away from, or out of sight of residential areas, odor free, and do not disturb the neighborhoods with noise.

Please provide any additional information you feel would be useful to the City Council in considering your application. A cover letter and/or resume may also be submitted with the application.

[PNZ cover letter.docx](#)

Today's Date

2/13/2024

By submitting this application online, I hereby affirm that I am aware of the requirements for the position and certify that I meet those

I Understand and Agree

requirements.

Email not displaying correctly? [View it in your browser.](#)

Randall (Randy) Miller

Application for Appointment to the Planning and Zoning Commission (PZ)

I would like the opportunity to serve the Seabrook community, I most recently participated on the Master Plan Review Board in 2022.

I have lived in Seabrook since 1973, moving here with my parents and living along the bay at 625 Gay Vista, now its named Bay Vista, and the home I grew up in there, was damaged in a storm, and is now a local community park.

I served in the Seabrook Volunteer Fire Department and the volunteer ambulance group at that time known as CLEMC about 1977 -1982.

In the SVFD we once had a position of 2nd Assistant Chief, which I held for one year, I participated in negotiations with the City for the Fire departments budget.

Interesting enough, I have been in Seabrook quite a while and have seen lots of changes and growth: At one time the Fire Marshal was a part time job held by a member of the SVFD, I remember being asked to do a couple inspections for businesses when the Fire Marshall could not. The same when my house was being built in 1990-1991, the building inspector was the ex-Fire Chief, and if I remember, Seabrook used the "Southern Building Code" as inspection guides.

In 1979 I started work for the Shell Oil and Chemical Company in Deer Park TX, I worked there for about forty years, retiring in 2018. During my employment at Shell I worked as a Process Operator and Maintenance Supervisor, and was trained in various fields including Industrial accident investigations, and ergonomics.

I currently reside at 5710 Neal Drive in Red Oak Acres subdivision, where I had a home custom built in 1991.

I would like to participate and contribute to the City of Seabrook in some capacity, please consider my application.

Thank You.
Randy Miller

What special skill or knowledge would you bring to the Commission?*

I have lived in Seabrook since 1973, and became a property owner in 1981, and have seen the changes and growth the City has accomplished. While I was employed I was trained in industrial accident investigations, in 2022 I served on the Master Plan Review Board, and I feel I have knowledge of Seabrook, along with communication and team work skills.

What are your thoughts or philosophy on Seabrook's growth and its future?*

I think Seabrook has a lot of potential for growth, once the 146 project is complete, developers will be more inclined to invest here. With the Point and Old Seabrook properties being prime areas for future entertainment and restaurants development that would attract people and businesses to Seabrook.

What do you see as the most significant planning-related issue to the City (short term and long term) and how do you think the Commission could help to provide solutions?*

I see growth as the biggest issue, how do we promote it and help it expand.

I'll say that transportation, or traffic in the City is a factor that's slows growth, if people can't get to it, they won't come. But we don't have a lot of choices when it comes to expanding our roadways in Seabrook. The one area I do see is Red Bluff between Todville and 146, I believe this may be a County responsibility? But if that road was opened up say 4 lanes with turn lanes, along with straightening it out, would make a lot of property more desirable.

What do you feel are some of the factors, both positive and negative, which go into making a residential neighborhood a good place to live?*

Positive: City amenities, parks, trails, splash pad, pool, library. Quality restaurants, availability of quality grocery stores. Active code enforcement that provides uniformity to neighbor hoods. Reasonable building codes and enforcement. Negative: Businesses that cause noise and odor, and City traffic conditions.

What do you feel are some factors, positive and negative, that contribute to a good commercial or industrial area? *

What I have witnessed at City meetings, residents of Seabrook are not supportive of anything that is associated with properties / areas labeled as industrial.

But there is room and locations for them. I feel the best "industrial" businesses for Seabrook, should be away from, or out of sight of residential areas, odor free, and do not disturb the neighborhoods with noise.

Application for Appointment to the Planning and Zoning Commission (PZ)

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.

If you have questions or need more information about this application, please email the Office of the City Secretary at citysec@seabrooktx.gov or call (281) 291-5663.

Name	Jared Justus
Phone	4174400675
Email	[REDACTED]

Please enter the address of your residence. All applicants must live within Seabrook City limits.

Street Address	4103 Lakepointe Forest Drive
City	Seabrook
State	TX
Zip Code	77586
Are you a Registered Voter?	Yes
How long have you been a resident of Seabrook?	2
Have you attended a meeting of the Planning and Zoning Commission?	No
Are you currently a member of the Planning and Zoning Commission?	No
Have you previously served on a Seabrook board or commission?	No

Have you ever served a full or partial term on Seabrook City Council?	No
If you have served on a Seabrook board or commission please identify which ones.	I have not served on a Seabrook board or commission
Have you previously served on a board or commission for another city or organization?	No
If you have served on a board or commission for another city or organization, please list them here.	Seabrook
Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of a Planning and Zoning Commissioner?	No
If you answered Yes or Uncertain to a potential conflict of interest, please explain	<i>Field not completed.</i>
What special skill or knowledge would you bring to the Commission?	I have over 11 years of experience in the Oil and Gas industry. I know how the industry that surrounds Seabrook works and thinks. I have management skills that has taught me how to work with a wide variety of people and different opinions and backgrounds and figure out how to get the job done.
What are your thoughts or philosophy on Seabrook's growth and its future?	I hold the perspective that Seabrook is a community with strong family-oriented values, yet its potential has been overshadowed by extensive corporate acquisitions of premium real estate, often surpassing the financial means of local residents. I firmly believe that people prefer not to frequent an industrial-focused area for family outings. Therefore, it is imperative to restrict the expansion of industrial zones and allocate the remaining spaces for purposes such as dining,

shopping, and recreational activities. These designated areas have the potential to generate revenue for the city through increased tax contributions and create a more competitive edge against neighboring towns prioritizing commercial and recreational development over industrial expansion. As Seabrook is an aging town, revitalizing it to align with contemporary needs is crucial to prevent stagnation and attract business investments to our community.

What do you see as the most significant planning-related issue to the City (short term and long term) and how do you think the Commission could help to provide solutions?

Observing the limited availability of undeveloped areas in Seabrook, it is essential that we strategically maximize the existing space to foster sustainable growth. Given the current challenges with traffic congestion, further industrial expansion could exacerbate these issues, particularly during rush hours. The influx of industrial activities would inevitably contribute to increased traffic delays, especially with the heightened presence of semi-trucks on our roads. This not only poses concerns for the flow of traffic during peak hours but also raises the potential for disruptions on our quiet streets, particularly in the event of incidents at the port.

What do you feel are some of the factors, both positive and negative, which go into making a residential neighborhood a good place to live?

The main priority is safety when it comes to making a good place to live and feel like home. The second priority is a good education for our children without overcrowding the schools which decreases the 1 on 1 learning with a teacher. Large apartment complexes in every available space only decreases the abilities of our schools to give the optimal attention to the children by placing too many kids in each classroom which directly effects the quality of the education.

What do you feel are some factors, positive and negative, that contribute to a good commercial or industrial area?

The positive factors for commercial and industrial are the taxes they bring which help out the community by funding parks schools and infrastructure. While the tax revenues are nice the cons of an industrial complex outweigh the benefits. I completely understand the need for oil and gas and shipping, but Seabrook does not need to be like La Porte and Deer Park where the first thing you smell when you walk outside your house is crude oil or the smell of semi's waiting for their turn to get their load. I personally lived in Deer Park and that is the exact reason I decided to move here. I didn't want the fear of a leak at one of the plants coming into my home while my family sleeps. I have worked in those plants for years and know exactly what chemicals and toxins they use on a daily basis.

We are close enough to Ineos, Celanese, and the port without adding even more facilities even closer to our doorsteps.

Please provide any additional information you feel would be useful to the City Council in considering your application. A cover letter and/or resume may also be submitted with the application.

[JaredJustusResume01052024.pdf](#)

Today's Date

1/5/2024

By submitting this application online, I hereby affirm that I am aware of the requirements for the position and certify that I meet those requirements.

I Understand and Agree

JARED JUSTUS

WELDING MANAGER

CONTACT



417-440-0675



[REDACTED]



4103 Lakepointe Forest Dr. Seabrook, TX
77586

EXPERTISE

- Project Management - Applied strategic planning and organizational skills to coordinate multifaceted projects, ensuring seamless execution.
- Financial Analysis - Conducted in-depth financial analysis, identifying cost-saving opportunities and optimizing budget allocations.
- Team Leadership - Implemented leadership strategies to enhance team productivity and achieve organizational goals.
- Client Relationship Management - Employed effective communication skills to understand client needs and exceed expectations in service delivery.

REFERENCES

Jason Enright



936-635-3904



[REDACTED]

Brian Detling



417-299-2150

WORK EXPERIENCE

Welding Manager

Universal Plant Services

2022-Present

- Managed a team of over 500 welders and fitters, demonstrating effective leadership and organizational skills.
- Successfully procured highly qualified personnel for turnarounds and new construction projects, ensuring optimal project performance.
- Oversaw projects from inception to completion, managing costs, monitoring project milestones, and maintaining a focus on quality.
- Implemented strategic workforce planning, ensuring the right individuals were assigned to appropriate tasks to meet project requirements.

Assistant Project Manager

Universal Plant Services

2021-2022

- Developed and established project schedules, ensuring effective planning and coordination of tasks.
- Monitored and tracked schedule progress, implementing adjustments as necessary to meet project timelines.
- Tracked project costs and executed changes to preserve purchase order value, optimizing financial efficiency.
- Managed and maintained a portfolio of 70 plus purchase orders concurrently, demonstrating strong organizational skills.
- Proactively ordered materials to support project requirements, ensuring a seamless flow of resources.
- Cultivated and maintained positive relationships with clients, fostering effective communication and client satisfaction.

Estimator

Universal Plant Services

2019-2021

- Successfully quoted over \$100 million in projects within a single year as an Estimator for UPS.
- Leveraged hands-on experience as a welder in industrial plants to enhance understanding and accuracy in project assessments.
- Proficiently estimated a wide range of projects, from small-scale mechanical jobs to substantial \$14 million plant-wide outages.
- Demonstrated expertise in estimating projects across the spectrum, including 15 million dollar capital projects and various sizes in between.
- Specialized in piping and mechanical estimates, showcasing a focused and in-depth understanding of these specific project components.

Specialty Pipe Welder

JV Industrial Services

2011-2019

- Achieved mastery in pipe welding techniques, specializing in the handling of diverse specialty materials.
- Established expertise as a box welder, successfully welding exotic alloys in challenging positions using mirrors for precision.
- Attained the designation of G40 welder following four years of hands-on experience, demonstrating proficiency and skill advancement in the welding field.



Agenda Briefing

Date of Meeting: June 18, 2024

Responsible Department: Police Department

Presenter: Rolf Nelson, Police Chief

Briefing Prepared By: Rolf Nelson

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval of Resolution 2024-14, Authorizing the Submittal of Grant Application 141445011, a grant application to the United States Department of Justice for financial assistance to achieve accreditation status for the Seabrook Police Department in the total amount of \$101,527.00 with no local match and authorizing the City Manager to execute all associated documents.

Executive Summary / Background:

The United States Department of Justice (DoJ) offers local jurisdictions financial assistance to law enforcement agencies to achieve accreditation status through a State or Federal accreditation agency.

The Seabrook Police Department is seeking accreditation status through the Texas Police Chiefs Association "Best Practices" accreditation program. Accreditation benefits law enforcement agencies in many ways, including:

- Reduces agency risk and exposure to lawsuits
- May decrease some liability insurance expenditures
- Improves law enforcement - community relations
- Improves service to the community

Areas within the organization where funds will be spent include:

- Property Room - security and reorganization
- Evidence Management software
- Technology hardware specifically for the Property Room
- Policy & Procedure development and revision

Total Grant Request: \$101,527.00

Funding / Fiscal Information:

Supporting Materials Attached:

1. Resolution 2024-14

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

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

**CITY OF SEABROOK
RESOLUTION 2024-14
AUTHORIZING GRANT APPLICATION 14145011**

RESOLUTION OF THE CITY OF SEABROOK, TEXAS AUTHORIZING GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR ACCREDITATION FEES, EVIDENCE MANAGEMENT SOFTWARE, EVIDENCE MANAGEMENT AND STORAGE EQUIPMENT, PROPERTY ROOM SECURITY EQUIPMENT, AND SWORN PERSONNEL OVERTIME TO MANAGE THE ACCREDITATION PROCESS; AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE THEREOF; AND AUTHORIZING THE ESTABLISHMENT OF A SEPARATE INTEREST BEARING TRUST ACCOUNT DESIGNATED FOR THIS PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Seabrook finds it in the best interest of the community to apply for, and accept, a grant award from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Grant Program for Fiscal Year 2024; and

WHEREAS, the City is eligible to apply for, and accept, a direct award in the amount of \$101,527.00 under the United States Department of Justice (DOJ), and Office of Community Oriented Policing Services (COPS), for the payment of Texas Police Chiefs Association Accreditation fees for the City of Seabrook Police Department to become accredited, evidence management software, evidence storage and organization equipment, property room security equipment, and sworn personnel overtime to manage the accreditation process; and

WHEREAS, the accreditation process requires an in-depth review of every aspect of the Seabrook Police Department including its management, operations and administration; and

WHEREAS, the accreditation process assures the City of Seabrook and its constituents that every aspect of the Seabrook Police Department is operating in accordance with professional standards and the Department fosters a culture of transparency and accountability.

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

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The Mayor and City Council of the City of Seabrook, Texas hereby authorize the application for, and if awarded, the acceptance of a grant from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS), under the Fiscal Year 2024 Grant Program, for the total amount of \$101,527.00, for the payment of Texas Police Chiefs Association Accreditation fees for the Seabrook Police Department to become accredited, evidence management software, evidence

storage and organization equipment, property room security equipment, and sworn personnel overtime, and authorize the City Manager or her designee to execute all necessary documents in furtherance thereof.

Section 3: The Mayor and the City Council of the City of Seabrook, Texas further authorize the establishment of a separate interest-bearing trust account designated for this program.

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

The City Council of the City of Seabrook, Texas, approves submission of the grant application for the Community Oriented Policing Services (COPS) Grant Program for Fiscal Year 2024.

PASSED AND APPROVED this 18th day of June 2024.

Thomas G Kolupski
Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel Lewis, TRMC
City Secretary

David Olson
City Attorney



Agenda Briefing

Date of Meeting: June 18, 2024

Responsible Department: Public Works

Presenter: Brian Craig, City Engineer

Briefing Prepared By: Kevin Padgett

Strategic Focus Area: City Services

General Information:

Consider and take all appropriate action on approval of an extension agreement between the City of Seabrook and Alsay Incorporated to provide for the inspection, assessment, and repair of (3) City of Seabrook water wells, as referenced in the Request for Proposal Project #2020-03-324 for a term to extend to January 1, 2025 and authorize the City Manager to execute all associated documents.

Executive Summary / Background:

Contractor needed to perform the designated services to the City's (3) water wells, as delineated in the Request for Proposal, including performing a comprehensive evaluation conforming with the rules and regulations for public water systems as established by TCEQ in Title 30 Texas Administrative Code (30 TAC). The Services under this Agreement shall be completed as detailed in the Request for Proposal and as provided herein. Predictive well maintenance analysis and report to include data summary, conclusion, performance test report, vibration analysis, static water level, well production rate, and recommended repairs for each well site. Inspection services to include visual investigation of the equipment, motor, shaft, column, piping, downhole survey, detailed water quality, and bowl and screen analysis. Repair services including mobilization and hourly service charges for personnel and equipment.

This Agreement shall be for a term of three (3) years, and may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties.

Funding / Fiscal Information:

902-6090

Supporting Materials Attached:

1. Award Letter - Alsay Incorporated
2. City of Seabrook Water Well Inspection Repair Services Contract 1-1-24
3. Alsay Agreement 2020-03-324

Prior Action / Review by Council, Boards, Commissions:

Original term of three (3) years has expired, seek to renew for optional one (1) year term.

Staff Recommendation:

With consent of both parties, approve optional one (1) year term extension.



To,

Charlie Liesberger
General Manager – Pumps Division
Alsay Incorporated
6615 Gant Road
Houston, Texas 77066

Dated: June 03, 2020

Subject: Letter for awarding contract – City of Seabrook Project no. 2020-03-324
Engineering Services: Inspection and Assessment of Water Wells

Dear Mr. Liesberger,

This letter is in response to the proposal sent by Alsay Incorporated on April 21, 2020. The City of Seabrook is pleased to inform you that your proposal has been accepted with the intent to award the contract to your organization, Alsay Incorporated.

We have reviewed your proposal carefully and the amount bided by Alsay Incorporated. We find that your proposal best matches our City's needs. As mentioned in the agreement Alsay Incorporated will begin providing its services to the City of Seabrook on June 3, 2020.

We have attached the agreement along with this letter. In case of any further query, please feel free to call us on 281-291-5671. We are looking forward to doing business with you.

Thank you,

Ashish Patel

Ashish Patel
Purchasing Coordinator
City of Seabrook
281-291-5671
apatel@seabrooktx.gov

**CITY OF SEABROOK
WATER WELL INSPECTION AND REPAIR SERVICES
PROJECT #2020-03-324**

This Agreement ("Agreement") is entered into by and between the undersigned, Alsay Incorporated, ("Contractor"), registered office at 6615 Gant Rd., Houston, Texas 77066-1998, and the City of Seabrook ("City"), Texas, a home-rule municipal corporation of the State of Texas, located at 1700 First Street, Seabrook, Texas, 77586.

The purpose of this Agreement is to provide for the inspection, assessment, and repair of various, (3), water wells around the City, (all as specifically referenced in the Request for Proposal Project #2020-03-324, attached hereto, ("Project") which is incorporated herein by reference. Specifically, the subject water wells are located at (1) 2027 Humble Drive; (2) 2501 Humble Drive; and (3) 2613 S. Red Bluff Road.

Section 1. Services: Contractor will perform the designated services for the Project, as delineated in the Request for Proposal, "Scope of Work", including performing a comprehensive evaluation conforming with the rules and regulations for public water systems as established by TCEQ in Title 30 Texas Administrative Code (30 TAC), Chapter 290, as set forth therein ("Services"), which is attached hereto and incorporated for all purposes. The Services under this Agreement shall be completed as detailed in the Request for Proposal and as provided herein. The cost of Services by Contractor, consistent with the terms of the Project, as referenced in Contractor's Proposal, shall be as follows (subject to adjustment for the tests requested/approved by City and performed by Contractor) :

- a. Predictive well maintenance analysis and report to include data summary, conclusion, performance test report, vibration analysis, static water level, well production rate, and recommended repairs for each well site –

\$750 per test

- b. Inspection services to include visual investigation of the equipment, motor, shaft, column, piping, downhole survey, detailed water quality, and bowl and screen analysis –

\$14,750 per Well

- c. Repair services including mobilization and hourly service charges for personnel and equipment –

\$500.00 hour

The terms and conditions of this Agreement take precedence over Contractor's Proposal and all exhibits and attachments. Services shall not be initiated or performed until all required insurance and bonds, as made the basis of Request for Proposal Project, have been approved by City.

Section 2. Term and Termination: This Agreement shall be for a term of one (1) years, to begin on 1/1/24, and shall terminate on 1/1/25. The Agreement may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not

less than 30 days prior to the expiration of the initial term. This Agreement may be terminated, upon thirty (30) days written notice, by the City without cause or by the Contractor for cause. This Agreement may be terminated immediately by the City for cause, as determined by City. Upon termination, City shall pay Contractor, at the rate set out above, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

Section 3. Compensation: Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth herein. City shall pay Contractor in accordance with the Texas Government Code, Chapter 2251 which shall control payment requirements between the parties, as provided by statute. Contractor must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2nd) and fourth (4th) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The City shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to City.

Section 4. Travel: Contractor shall not be reimbursed for travel conducted in the pursuit of this Agreement.

Section 5. Limit of Appropriation and Fiscal Funding: The Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available the amount budgeted by the City to discharge any and all liabilities which may be incurred by the City pursuant to this Agreement and that the total maximum compensation that the Contractor may become entitled to hereunder and the total maximum sum that the City shall become liable to pay to the Contractor hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission and approval by an authorized official from the City, as provided herein. The City's fiscal year is October 1 through September 30. If this Agreement extends beyond September 30th, there shall be a fiscal funding determination. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the City.

Section 6. Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

Section 7. Authority of City Project Manager: All Services to be performed by the Contractor hereunder shall be performed to the satisfaction of the City's project manager, namely City Manager or designee. The City's project manager shall decide any and all questions which may arise as to the quality or acceptability of the Services performed by the Contractor, and the decisions of the City's project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City's project manager to alter, vary or amend this Agreement.

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Section 9. Confidentiality: During the term of this Agreement, Contractor may come in contact with confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of Contractor without the prior written approval of City.

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of this Agreement. Contractor shall not assign, sublet or transfer its or his interest or duties in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 13. Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City Council or has a value of at least \$1 million, Contractor further warrants that Contractor has submitted a disclosure of interested parties to the CITY.

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Section 15. Indemnification: THE CONTRACTOR, TO THE FULLEST EXTENT PROVIDED BY LAW, HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF

CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Section 16. Release. The Contractor releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder.

Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

Section 17. Force Majeure: Neither City nor Contractor will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of Contractor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

Section 18. Notices: Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Section 19. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Section 20. Eligibility to Receive Payment: Contractor certifies that, as a matter of State law, it is not ineligible to enter into the Agreement and receive payments pursuant to the Agreement and acknowledges that the Agreement may be immediately terminated, and payment withheld if this representation is inaccurate.

Section 21. Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations: Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code

Section 22. Jurisdiction: City and Contractor agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

Section 23. Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, City may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, attached hereto and incorporated herein for all purposes, Contractor verifies that Contractor does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 24. No Indemnification by City. Notwithstanding anything herein to the contrary, including any documents or exhibits that may be attached or incorporated by reference, it is specifically stipulated, agreed and acknowledged by Contractor/subcontractors/assigns, that under no circumstances shall the City ever be required, obligated, interpreted or determined to hold and save Contractor harmless, or for City to provide indemnification to Contractor or any party/3rd party as a result of this Agreement, it being specifically understood that the City has not created a sinking fund for any such purposes, as required by Texas Constitution Article 11, Section 7. Contractor acknowledges that City takes the position that such indemnification is not permitted by state law.

Section 25. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Section 26. Severability: In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

Section 27. Authority: Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained

herein. The person signing on behalf of City represents that he/she has authority to sign this agreement on behalf of City.

[EXECUTION PAGE FOLLOWS]

Note: Modification of this Form requires approval by the Office of the City Attorney.

Contractor

City of Seabrook

By:

By:

Name: Andy Rowell

Name:

Title: Project Manager

Title:

Date: 1/3/24

Date:

Andrew Rowell

**CITY OF SEABROOK
WATER WELL INSPECTION AND REPAIR SERVICES
PROJECT #2020-03-324**

This Agreement ("Agreement") is entered into by and between the undersigned, Alsay Incorporated, ("Contractor"), registered office at 6615 Gant Rd., Houston, Texas 77066-1998, and the City of Seabrook ("City"), Texas, a home-rule municipal corporation of the State of Texas, located at 1700 First Street, Seabrook, Texas, 77586.

The purpose of this Agreement is to provide for the inspection, assessment, and repair of various, (3), water wells around the City, (all as specifically referenced in the Request for Proposal Project #2020-03-324, attached hereto, ("Project") which is incorporated herein by reference. Specifically, the subject water wells are located at (1) 2027 Humble Drive; (2) 2501 Humble Drive; and (3) 2613 S. Red Bluff Road.

Section 1. Services: Contractor will perform the designated services for the Project, as delineated in the Request for Proposal, "Scope of Work", including performing a comprehensive evaluation conforming with the rules and regulations for public water systems as established by TCEQ in Title 30 Texas Administrative Code (30 TAC), Chapter 290, as set forth therein ("Services"), which is attached hereto and incorporated for all purposes. The Services under this Agreement shall be completed as detailed in the Request for Proposal and as provided herein. The cost of Services by Contractor, consistent with the terms of the Project, as referenced in Contractor's Proposal, shall be as follows (subject to adjustment for the tests requested/approved by City and performed by Contractor) :

- a. Predictive well maintenance analysis and report to include data summary, conclusion, performance test report, vibration analysis, static water level, well production rate, and recommended repairs for each well site –

\$500 per test

- b. Inspection services to include visual investigation of the equipment, motor, shaft, column, piping, downhole survey, detailed water quality, and bowl and screen analysis –

\$8,500.00 per Well

- c. Repair services including mobilization and hourly service charges for personnel and equipment –

\$400.00 hour

The terms and conditions of this Agreement take precedence over Contractor's Proposal and all exhibits and attachments. Services shall not be initiated or performed until all required insurance and bonds, as made the basis of Request for Proposal Project, have been approved by City.

Section 2. Term and Termination: This Agreement shall be for a term of three (3) years, to begin on June 3, 2020, and shall terminate on June 2, 2023. The Agreement may be renewed for two (2) additional one (1) year terms with the mutual consent of both parties, not

less than 30 days prior to the expiration of the initial term. This Agreement may be terminated, upon thirty (30) days written notice, by the City without cause or by the Contractor for cause. This Agreement may be terminated immediately by the City for cause, as determined by City. Upon termination, City shall pay Contractor, at the rate set out above, for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

Section 3. Compensation: Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth herein. City shall pay Contractor in accordance with the Texas Government Code, Chapter 2251 which shall control payment requirements between the parties, as provided by statute. Contractor must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2nd) and fourth (4th) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The City shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to City.

Section 4. Travel: Contractor shall not be reimbursed for travel conducted in the pursuit of this Agreement.

Section 5. Limit of Appropriation and Fiscal Funding: The Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available the amount budgeted by the City to discharge any and all liabilities which may be incurred by the City pursuant to this Agreement and that the total maximum compensation that the Contractor may become entitled to hereunder and the total maximum sum that the City shall become liable to pay to the Contractor hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission and approval by an authorized official from the City, as provided herein. The City's fiscal year is October 1 through September 30. If this Agreement extends beyond September 30th, there shall be a fiscal funding determination. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the City.

Section 6. Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

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Section 24. No Indemnification by City. Notwithstanding anything herein to the contrary, including any documents or exhibits that may be attached or incorporated by reference, it is specifically stipulated, agreed and acknowledged by Contractor/subcontractors/assigns, that under no circumstances shall the City ever be required, obligated, interpreted or determined to hold and save Contractor harmless, or for City to provide indemnification to Contractor or any party/3rd party as a result of this Agreement, it being specifically understood that the City has not created a sinking fund for any such purposes, as required by Texas Constitution Article 11, Section 7. Contractor acknowledges that City takes the position that such indemnification is not permitted by state law.

Section 25. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Section 26. Severability: In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

Section 27. Authority: Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained

herein. The person signing on behalf of City represents that he/she has authority to sign this agreement on behalf of City.

[EXECUTION PAGE FOLLOWS]

Contractor

By: Charlie Liesberger

Name: Charlie Liesberger

Title: Assistant Secretary

Date: 5/21/2020

City of Seabrook

By: Thomas G. Kolupski

Name: Thomas G Kolupski

Title: Mayor

Date: 6/3/2020

Note: Modification of this Form requires approval by the Office of the City Attorney.



City of Seabrook Request for Proposal Project #2020-03-324
Engineering Services: Inspection and Assessment of Water Wells

Sealed Request for Proposals for Water Well Inspection and Repair Services, Seabrook Project 2020-03-324 will be accepted until 2:00 PM on April 21, 2020 by the Purchasing Coordinator, Ashish Patel, 1700 First Street, Seabrook, Texas 77586, from vendors licensed in the state of Texas to provide services for the inspection and assessment of Potable Water Wells. Bids must be received and time stamped by the Purchasing Coordinator prior to the aforementioned time, when they will be publicly opened and read aloud in City Council Chambers. No late bids will be accepted. Bidding documents may be obtained at Seabrook City Hall or by contacting the Purchasing Coordinator, Ashish Patel through email apatel@seabrooktx.gov.

A mandatory pre-bid Conference and site visit is scheduled on April 14, 2020 at 2:00 PM to discuss the city's requirements under this RFP and see the project site.

PUBLISHED: Thursday, April 2, 2020
Thursday, April 9, 2020

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City of Seabrook RFP Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	04/02/2020
Published	04/02/2020 04/09/2020
Mandatory Site Visit (Pre-Bid Meeting)	04/14/2020
Response Due Date (2:00 PM)	04/21/2020
Response Opening (2:00 PM)	04/21/2020

Checklist of Documents to Return in Sealed Bid

- _____ Conflict of Interest Questionnaire (if needed)
- _____ Proposer's Residency Certification
- _____ House Bill 89 Verification Form

I. General Information

A. INTENT

The City of Seabrook seeks competitive bids from Professional vendors to inspect and repair water wells within the City of Seabrook.

B. RECEIPT 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. 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, as well as the bid number and name. Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to be valid. Any exceptions may be just cause for disqualification.

Any bid received after the time and date specified shall not be considered.

C. BID MODIFICATIONS

Any BIDDER may modify their bid by sealed written communication at any time, provided such communication is received by Ashish Patel at 1700 First Street, Seabrook, Texas 77586, **prior to the due date, April 21, 2020 at 2:00 PM.**

No changes or alterations to the bid will be accepted after the due date, however, under certain circumstances, a BIDDER may be able to withdraw a BID if it contains a substantial mistake that would cause a great hardship if enforced against the BIDDER.

D. SCHEDULE CHANGES AND OTHER ADDENDUMS

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 submitted to the city 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 Ashish Patel, apatel@seabrooktx.gov. 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.

E. METHOD OF AWARD

Contract will be awarded to the best responsible bidder in compliance with Texas Local Government Code, Chapter 252.043.

All proposals received as specified will be evaluated by the City of Seabrook's Evaluation Committee in accordance with criteria set forth below. The evaluation process will have five steps.

1. Proposals will be reviewed to ensure compliance; non-compliant proposals will be rejected.
2. Proposals will be evaluated according to the evaluation criteria.
3. Shortlisted proposers may be selected for interview. Any necessary clarification will be sought at this time.
4. Following the interview, if needed, the successful Proposer will be notified and contract development/negotiations will begin.
5. Once City and the successful Proposer have approved the Contract, it will go to City Council for award.

The following criteria will be used by the evaluation committee to evaluate the proposal:

Percent	Description
40	Experience
20	Existing Client References/Work Performance
20	Personnel/Capacity to Perform
20	Cost

F. CONDITIONS OF WORK

Each Proposer 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 Proposer of their obligation to furnish all services and labor necessary to carry out the provisions of the contract.

G. LAWS AND REGULATIONS

The Proposer'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 successful Proposer shall be responsible for the receipt and payment of any local, state, or federal permits required for the Proposal, if applicable.

H. 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) 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 Ashish Patel, apatel@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.

I. 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.

J. 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. A completed House Bill 89 Verification Form include will be required prior to award of contract.

K. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, most business entities entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has created a website application for business entities to submit the required information, and requires that the form be filed electronically. Prior to a Contract being submitted to City Council, the successful Proposer must complete Form 1295 on the TEC website, with a hard copy submitted the City. This form is **NOT** required unless there is a contract between the vendor and the City and should NOT be included with the SOQ.

The only exceptions to this requirement will be:

- Publicly traded companies, including wholly owned subsidiaries
- Electric Utilities
- Gas Utilities

L. NON-TRANSFERABLE AGREEMENT

The successful Proposer shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract resulting from this SOQ without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of successful Proposer, the surviving or resulting corporation or transferee of assets shall be bound by and shall have the benefit of the provisions of the Contract only upon the prior written consent of the City Manager. No assignment or novation of the Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under the Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

M. INDEMNIFICATION

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY

OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

N. INSURANCE

The successful Proposer shall keep and maintain during the term of the Contract resulting from this RFP, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:

1. Workers' Compensation and employer's liability in amounts required by law
2. Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
4. Professional Liability, Errors, Omissions in an amount to be determined.

A copy of current Certificates of Insurance should be included with your Proposal. Within ten (10) business days of execution of contract, an Insurance Policy Endorsement with City named as additional insured will be required. No work can begin until this is accepted by City.

Thirty (30) days prior notice of policy cancellation shall be provided to the City. The successful Proposer shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Proposal.

O. BID BOND

If the amount of the Proposal exceeds \$50,000, such Proposal shall be accompanied by a Bid Bond from an approved Surety company licensed to operate in the State of Texas to act as Surety, or a bonding company furnishing a certificate from the Texas State Board of Insurance Commissioners in the amount of five percent (5%) of the greatest amount Proposed and made payable without recourse to City of Seabrook. Said Proposal security shall serve as a guarantee that the successful Proposer will enter into a Contract with City and execute any additional required bonds within ten (10) business days after Council approval of Contract. Bid Bonds must be enclosed in the same envelope with the Proposal. Proposals without Bid Bonds may not be considered. All Bid Bonds will be retained by the City until the successful Proposer has executed the Contract and submitted required payment and performance bonds. Thereafter, all Bid Bonds, except that of successful Proposer if no additional bonds are required, will be returned within ten (10) business days.

P. PAYMENT AND PERFORMANCE BONDS

The City will require the contractor, prior to beginning any work, to execute bonds with the City. After City Council approval of the Contract, the successful bidder shall provide:

- **PERFORMANCE BOND:** If the amount proposed is \$100,000 or greater, the performance bond shall be 100% of that amount. If the amount shown is less than \$100,000 a performance bond is not required. The performance bond shall be for a one-year term. A new bond shall then be submitted each year if the contract is renewed. The performance bond is solely for the protection of the City; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
- **PAYMENT BOND:** If the amount shown on your proposal Cost Sheet is \$50,000 or greater, the payment bond shall be 100% of that amount. If the amount shown is less than \$50,000 a payment bond is not required. The payment bond shall be for a one-year term. A new bond shall then be submitted each year if the contract is renewed. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

Q. TERM, RENEWAL AND TERMINATION

The Contract resulting from this Proposal shall have a term of the number of days within which, or the dates by which, the work is to be completed and ready for final payment. This term is to be determined in the contract negotiation process and included therein.

The successful Proposer shall perform in accordance with the terms and conditions of the resulting Contract. Charges of poor performance shall be documented by the City and submitted to the successful Proposer for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the Contract. The City of Seabrook reserves the right to terminate the

contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of the Contract shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of the Contract.

R. RATE OF PAY

All salaries to be paid as a result of the Contract awarded from this RFP 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 Contract.

S. INVOICE AND PAYMENT

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

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

Pursuant to the Prompt Payment Act, the City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services required being received to the City's satisfaction.

II. Scope of Work

A. INTENT

The City of Seabrook ("City") seeks qualified water well inspection and repair firm(s) for the inspection and assessment of various (3) water wells around the City. Required services include performing a comprehensive evaluation conforming with the rules and regulations for public water systems as established by TCEQ in Title 30 Texas Administrative Code (30 TAC), Chapter 290:

- The interior and exterior condition of three (3) water wells of varying age, depth and configuration;
- The structural integrity and condition of the wells.

The inspection should include preparation of a conditions report, with recommendations for maintenance, repair and/or replacement of wells if needed.

B. PROJECT SPECIFICS

The current project is expected to include at minimum:

- Licensed inspection of the water wells.
- Preliminary report assessing the existing facilities and presenting recommended repairs or replacement needed to address maintenance and safety concerns.
- Emergency pump and well repairs.
- Well plugging.
- Electric logging.
- Camera services.
- Disinfection and water testing.
- Well cleaning.
- Flow and proficiency testing.

The City seeks the following minimum qualifications for Well Inspection companies:

- Conducted at least sixty (60) inspections of potable municipal water wells.
- Field inspector must have at least ten (10) years of water well inspection experience.
- Proposal shall include project references for at least five recent projects and the resume of the field inspector and report preparer.
- All equipment entering the water must be disinfected in accordance with AWWA standards for potable water wells.

1. Reports

Written reports shall be provided for each well and contain a complete assessment including the items listed above, and a representative selection of color photographs from both the

interior and exterior surfaces as an appendix to the report. The report must contain detailed recommendations for any safety, sanitary, or rehabilitation requirements along with estimated costs for budgetary purposes.

The City requires two (2) hard copies, and one (1) digital copy of the report. The digital copy should include copies of all photographs taken, and one (1) DVD containing a video inspection of the wells.

Location Specifications

Location/Description	Year Constructed	Last Major Maintenance
Well #1: 2027 Humble Drive	1967	2008
Well #2: 2501 Humble Drive	1973	2010
Well #3: 2613 S. Red Bluff Road	1984	2017

SELECTION PROCESS

SOQ's will be reviewed by an evaluation committee made up of City Staff. Following evaluations, the Evaluation Committee may schedule Interviews with prospective firms. The Evaluation Committee will make an award recommendation to the Seabrook City Council, who must approve all contracts. The City reserves the right to make multiple awards, splitting inspections between up to three vendors.

C. EVALUATION CRITERIA

Firms will be evaluated based solely on qualifications. Qualifications will be determined based on the following:

I. Experience:

Include information related to the Proposer's ability to satisfy the technical components described here. This information should include verifiable experience on similar projects in the last five years including project location, date, description, and description of services provided.

II. Existing Client References:

Provide references, including contact information, for at least five (5) clients. Please include recent, applicable projects performed for each structure type, including project description, design and description of services and client contact information.

III. Personnel:

Provide documentation exhibiting experience of personnel, such as resumes, of personnel who will work on City project(s).

IV. Cost:

Provide estimated cost amounts for the following:

- a. Predictive well maintenance analysis and report to include data summary, conclusion, performance test report, vibration analysis, static water level, well production rate, and recommended repairs for each well site

- b. Inspection services to include visual investigation of the equipment, motor, shaft, column, piping, downhole survey, detailed water quality, and bowl and screen analysis

- c. Repair services including mobilization and hourly service charges for personnel and equipment

D. INSTRUCTIONS FOR RESPONDING

1. Required Contents. The most qualified Proposer should have extensive experience in municipal projects and as detailed in the Scope of Work. The qualifications and commitment of the key personnel assigned is critically important in the qualification of a firm. Please provide the following in your proposal:
 - a. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the RFP.
 - b. Table of Contents - clearly identify what part of the RFP is being addressed in each section of the submittal.
 - c. Statement of Project Understanding.
 - d. Location of office(s) at which work will be performed.

- e. A description of the candidate firm/team, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business and any other information that may be useful to the decision making process.
 - f. A description of how the candidate envisions being able to provide services to the City of Seabrook and a demonstrated understanding of the high expectations of the City and its residents.
 - g. An organizational chart identifying team members and their areas of responsibility.
 - h. Resumes of Key Personnel who will be assigned to provide services to the City of Seabrook and who have the experience and level of expertise required along with current license numbers for Professionals who will be responsible for leading the team in their area of expertise with a statement committing the aforementioned staff.
 - i. List current and past projects similar to this completed by your firm, with emphasis on municipal or other government projects. List should include a brief description of the project. For at least 5, please include contact information for reference checks.
 - j. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
 - k. Describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.
2. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final inspection contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City.

VENDOR INFORMATION FORM

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF SEABROOK, TEXAS FOR HMGP APPLICATION AND ENGINEERING FOR WASTEWATER SYSTEM RETROFIT:

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON NAME: _____

CONTACT PERSON TITLE: _____

TELEPHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

LEGAL STATUS OF CORPORATION (CIRCLE ONE):

INDIVIDUAL PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date



BAY AREA HOUSTON CONVENTION & VISITORS BUREAU DESTINATION MARKETING SERVICES PARTNER TOURISM AGREEMENT

This Destination Marketing Services Partner Tourism Agreement (“AGREEMENT”) is made and entered into by and between the Bay Area Houston Convention and Visitors Bureau, a Texas non-profit corporation, P.O. Box 902, Kemah, Texas 77565 (hereinafter “CVB”), and the City of Seabrook, 1700 1st Street, Seabrook, Texas, 77586, a “Type A” corporation formed under the Texas Local Government Code and the Texas Non-profit Corporation Act, (hereinafter “CITY”) for the purpose described herein.

WHEREAS, CVB is a non-profit corporation organized to promote tourism within Bay Area Houston with an emphasis on destination marketing services, and;

WHEREAS, the City of Seabrook, Texas is located within Bay Area Houston,

WHEREAS, CITY is required by state law to promote tourism for the City of Seabrook, Texas (the City) within its municipal boundaries and the Council of the CITY has adopted a plan outlining these goals; and

WHEREAS, CITY may, by state law, spend hotel occupancy tax funds for marketing services to help meet its legislative mandate for tourism promotions; and

WHEREAS, CITY seeks assistance to fulfill its tourism goals with the CITY; and

WHEREAS, CVB is qualified and willing to perform such assistance function, now, therefore,

In consideration of the covenants and conditions stated herein, and in consideration of the mutual benefit that will accrue to each of the parties hereto, the Parties have agreed and do hereby agree as follows:

ARTICLE I Goals

Section 1.01. CITY represents its tourism goals to include but may not be limited to the following:

- a. Enhance and promote tourism and the convention and hotel industry in Seabrook;
- b. Create overnight stays in Seabrook;
- c. Facilitate travel to Seabrook;
- d. Enhance the development and promotion of Seabrook as a tourist destination;
- e. Market and advertise Seabrook as a tourist destination;
- f. Enhance local and regional cooperation in the tourism industry;
- g. Provide visitors with local and regional information;
- h. Create a tourism culture conducive to the development and growth of visitors;
- i. Identify visitor sectors;
- j. Enhance the quality of life for those residing in, visiting and working in Seabrook;

- k. Promote art, historical and outdoor ventures;
- l. Attract and develop tourism-related businesses;
- m. Create and retain tourism-related jobs;
- n. Establish new partnerships for the promotion of tourism;
- o. Create favorable conditions for the community and business sectors to engage more with tourism development, travel and investment in tourism services and facilities.

ARTICLE II

Qualifications of the CVB

Section 2.01. The CVB represents that:

- a. The CVB is a non-profit entity that is authorized to promote and market Bay Area Houston as a tourist destination and is currently in good standing with State and Federal government;
- b. The CVB is engaged in an on-going effort to attract visitors to stay in local accommodations and encourages visitors to patronize area businesses.
- c. The CVB agrees to participate in joint projects and coordinate its activities with the CITY in an effort to reduce duplication of services and to enhance cooperation.

ARTICLE III

Scope of Services

Section 3.01. Services to be Provided: The CVB will provide the CITY with the following Partner Tourism Services:

- a. Complete CITY hotel/accommodation listings on the CVB website.
- b. CITY events, dining, shopping and attractions listings on the CVB website;
- c. Provide a dedicated webpage/section on the CVB website directly linked to the CITY's chosen website;
- d. CITY inclusion within all CVB niche marketing campaigns;
- e. Unlimited CITY specific search engine optimized website blogs as provided by the CITY;
- f. Search Engine Marketing campaigns directing traffic to the CVB website;
- g. Develop and create marketing and promotional collateral and assets;
- h. CITY to be identified as a Primary Partner on CVB collateral and marketing assets;
- i. Provide tourists with visitor information;
- j. Answer visitor inquiries and provide booking assistance to group requests;
- k. Develop, grow and maintain marketing email distribution list;
- l. Foster and develop relationships with local and state media;
- m. Develop, grow and maintain media/collateral library;
- n. The CVB provides membership resources for the CITY to local, state and federal tourism organizations;
- o. The CVB will interact with local, state and federal tourism organizations and chambers of commerce on a regular basis;
- p. The CVB will interact with the Texas Travel Alliance, Texas Hotel Lodging Association and other industry organizations to acquire tourism related data, trends and updates;

- q. Provide an annual marketing plan to the CITY outlining objectives, tactics, messaging and priorities to promote Bay Area Houston and participating members;
- r. Provide marketing reports to the CITY on the performance of the services described and outlined herein;
- s. Provide an annual budget to the CITY;
- t. Provide budget reports to the CITY;
- u. Engage with and foster relationships with CITY hotel/accommodations staff/management;
- v. Invitation to CITY officials and staff to all events organized and/or hosted by the CVB;
- w. The CITY to be given representation on the CVB Board of Directors.

Section 3.02. Upon request, the CVB will:

- a. Provide access to the CVB media/collateral library;
- b. Provide copies of the CVB reports relating to tourism trends and data;
- c. Provide copies of CVB collateral and marketing assets;
- d. Attend and promote CITY events;
- e. Provide presentations to CITY Council, boards and committees;
- f. Host hospitality/business/education events.

ARTICLE IV

Terms of Contract

Section 4.01. This agreement is for the thirty-six-month period beginning January 1, 2023 and ending December 31, 2025.

Article V

Terms of Payment

Section 5.01. CITY agrees to pay the CVB a total amount of FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100ths DOLLARS (\$46,750) per calendar year for the performance of the services provided herein. Performance reports shall be provided to the CITY on a quarterly basis.

Section 5.02. The CVB, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03. The CVB shall present a billing statement to the CITY describing the services performed. The CITY shall promptly process such statements and make payments within 45 days of receipt.

ARTICLE VI

Termination

Section 6.01. The CITY may terminate this Agreement at any time by giving forty-five (45) days' written notice to the CVB. The CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02. On receiving notice, the CVB shall, unless notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. Within forty-five (45) days of the termination date the CITY shall pay to the CVB, pro-rated on a

monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE CVB'S ONLY REMEDIES FOR THE CORPORATION'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE CVB WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04. Termination for Cause by the CVB: The CVB may terminate its performance under this Agreement only if the CITY defaults and fails to cure the default after receiving written notice of it. Default by CITY occurs if the CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and the CVB wishes to terminate the Agreement, then the CVB must deliver a written notice to the CITY describing the default and the proposed termination date. The date must be at least forty-five (45) days after the CITY receives notice. The CVB, at its sole option, may extend the proposed termination date to a later date. If the CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If the CITY does not cure the default before the proposed termination date, then the CVB may terminate its performance under this Agreement on the termination date. To effect final termination, the CVB must notify the CITY in writing.

Section 6.05. Termination for Cause by the CITY: If the CVB defaults under this Agreement, the CITY may either terminate this Agreement or allow the CVB to cure the default as provided below. The CITY's right to terminate this Agreement for the CVB's default is cumulative of all rights and remedies, which exist now or in the future. Default by the CVB occurs if:

- a. The CVB fails to perform any of its duties under this Agreement;
- b. The CVB becomes insolvent;
- c. All or a substantial part of the CVB's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for the CVB.

Section 6.06. If a default occurs, the CITY must deliver a written notice to the CVB describing the default and the termination date. The termination date must be at least forty-five (45) days after the CVB receives notice. The CITY may extend the termination date to a later date. If the CITY allows the CVB to cure the default and the CVB does so to the CITY's satisfaction before the termination date, then the termination is ineffective. If the CVB does not cure the default before the termination date, then the CITY may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.09. To effect final termination, the CITY must notify the CVB in writing. After receiving the notice, the CVB shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

ARTICLE VII

Miscellaneous

7.01. The relationship of the CVB to CITY shall be that of an independent contractor. CITY shall have no authority to direct the day-to-day activities of any of the CVB's employees or representatives, shall have no

authority over the CVB's decisions, and shall have no rights to ownership of internal working papers or other information or data of the CVB, except as otherwise specifically authorized or required herein.

7.02. This Agreement shall be binding upon and inure to the benefit of CITY and the CVB and shall not bestow any rights on any third parties.

7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to the CITY:

City of Seabrook
Attention: Gayle Cook
1700 1st Street
Seabrook, Texas 77586

If to the CVB:

Bay Area Houston CVB
Attention: Amanda Alvarado
P.O. Box 902
Kemah, Texas 77565

7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

If to the CITY:

City of Seabrook
Attention: Gayle Cook
1700 1st Street
Seabrook, Texas 77586

If to the CVB:

Bay Area Houston CVB
Attention: Amanda Alvarado
P.O. Box 902
Kemah, Texas 77565

7.07. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

[EXECUTION PAGE TO FOLLOW]

EXECUTION PAGE

ATTEST CITY OF SEABROOK

Robin Lenio

Robin Lenio
City Secretary

ATTEST BAHCVB

Kristin Edwards
Board Chair-Elect/Secretary

CITY OF SEABROK

Thomas N. Kolupski

Thom Kolupski
Mayor

BAHCVB



LeaAnn Petersen

LeaAnn Dearman Petersen
Board Chair

# www.visitbayareahouston.com - GA4			
# Untitled exploration-Free form 1			
# 20230322-20231231			
<u>Event name</u>	<u>Link domain</u>	<u>Event count</u>	<u>Event count per user</u>
		973	
click	houstonpedalbarge.com	254	1.104347826
click	barge295venue.com	199	1.081521739
<u>click</u>	<u>seabrooktx.gov</u>	62	1.291666667
click	seabrookwafflecompany.com	37	1.057142857
click	merlionrestaurant.com	32	1.142857143
click	theboldthouse.com	28	1.12
click	caboclearlake.com	26	1.368421053
click	tookiesseafood.com	25	1
click	bayaxe.com	24	1.090909091
click	lakewoodyachtclub.com	21	1.05
click	jetsurfhouston.com	19	1.055555556
click	samsboat.com	19	1
click	seabrookaccommodation.com	17	1.307692308
click	thepelicansnestbnb.com	17	1.133333333
click	seasidervresort.com	14	1
click	sunnyseafoodtx.com	14	1.076923077
click	keels-wheels.com	13	1.083333333
click	seabrookclassiccafe.com	13	1
click	visitbeaconhill.com	13	1.181818182
click	backyardseabrook.com	12	1
<u>click</u>	<u>seabrooklove.com</u>	11	1.1
click	barge295seabrooktx.com	8	1.142857143

click	neosoulfood.org	8	1
click	alspaughs.com	7	1.4
click	brucebullockmarine.com	7	1
click	itsdamnfine.com	7	1
click	lets-go-sailing.net	7	1.166666667
click	villagepizzaseafood.com	6	1
click	maasnursery.com	5	1
click	midniteslice.com	5	1
click	bluedolphinmarina.com	4	1
click	hunsathaikitchen.com	4	1
click	sailgalvestonbay.com	4	1
click	seabrooktourism.com	4	1
click	wongschef.com	4	1
click	mariosseabrook.com	3	1
click	myiguanasranas.com	3	1
click	seabrookmarinacenter.com	3	1
click	pelicanbreakfast.com	2	1
click	rosesseafood.com	2	1
click	theflametacos.com	2	1
click	tx-seabrook2.civicplus.com	2	1
click	bouncenplaytx.com	1	1
click	habaneroستacos.com	1	1
click	hooters.com	1	1
click	seabrookpelicanpath.com	1	1
click	seabrookpelicans.com	1	1
click	texasflexfitness.com	1	1

<u>www.VisitBayAreaHouston City of Seabrook Website Clicks 2024</u>				
<u>January - April</u>				
	<u>Event name</u>	<u>Link domain</u>	<u>Event count</u>	<u>Event count per user</u>
			313.00	
1	click	seabrooktx.gov	31.00	1.068965517
2	click	caboclearlake.com	27.00	1.421052632
3	click	houstonpedalbarge.com	24.00	1
4	click	maasnursery.com	23.00	1.045454545
5	click	seabrooklove.com	20.00	1.052631579
6	click	jetsurfhouston.com	15.00	1
7	click	keels-wheels.com	12.00	1.090909091
8	click	samsboat.com	12.00	1
9	click	seasidervresort.com	12.00	1
10	click	backyardseabrook.com	11.00	1
11	click	barge295venue.com	11.00	1.1
12	click	seabrookaccommodation.com	10.00	1.111111111
13	click	seabrookwafflecompany.com	10.00	1
14	click	tookiesseafood.com	10.00	1
15	click	itsdamnfine.com	8.00	1.142857143
16	click	frenchiesvillacapri.com	7.00	1.166666667
17	click	merlionrestaurant.com	7.00	1
18	click	thepelicansnestbnb.com	7.00	1
19	click	bayaxe.com	6.00	1
20	click	ihg.com	6.00	1
21	click	neosoulfood.org	5.00	1
22	click	seabrookmarathon.org	5.00	1
23	click	theboldthouse.com	5.00	1.666666667
24	click	visitbeaconhill.com	4.00	1.333333333
25	click	captaininnandsuitesseabrook.xyz	3.00	1
26	click	seabrookclassiccafe.com	3.00	1
27	click	theflametacos.com	3.00	1

28	click	lspaughsboutiquebykellyannette.com	2.00	1	
29	click	brucebullockmarine.com	2.00	1	
30	click	lets-go-sailing.net	2.00	1	
31	click	mariosseabrook.com	2.00	1	
32	click	oleandermarket.com	2.00	1	
33	click	pelicanbreakfast.com	2.00	1	
34	click	sailgalvestonbay.com	2.00	1	
35	click	seabrooksaltwaterderby.com	2.00	1	
36	click	bluedolphinmarina.com	1.00	1	
37	click	habaneroستacos.com	1.00	1	
38	click	harvestmoonregatta.com	1.00	1	
39	click	lakewoodyachtclub.com	1.00	1	
40	click	midniteslice.com	1.00	1	
41	click	seabrookflowershop.com	1.00	1	
42	click	sunnyseafoodtx.com	1.00	1	
43	click	villagepizzaseafood.com	1.00	1	
44	click	seabrookwafflecompany.com	1.00	1	



Agenda Briefing

Date of Meeting: June 18, 2024

Responsible Department: City Secretary's Office

Presenter: Yesenia Garza, Director of Human Resources

Briefing Prepared By: Rachel Lewis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a renewal with Blue Cross Blue Shield (BCBS) for employee medical insurance benefits.

Executive Summary / Background:

The initial renewal was received at a 30% increase, which was an estimated \$370,000 annual premium adjustment. This was due to high utilization of the plan. Through negotiations, HUB was able to negotiate only a 10% renewal increase, which is an estimated \$123,000 annual premium increase.

Funding / Fiscal Information:

Supporting Materials Attached:

1. BCBS Renewal

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Renewal of the plan at the 10% increase.

Medical Plan – Renewal Analysis

Effective Date: August 1, 2024



MEDICAL BENEFITS	BlueCross BlueShield	BlueCross BlueShield	BlueCross BlueShield
	MM07	MM18	MMH9 HSA
	Buy Up	Core	HSA
Deductible			
In-Network	\$1,000 Ind. /\$3,000 Fam.	\$2,000 Ind. /\$6,000 Fam.	\$3,500 Ind. / \$7,000 Fam.
Non-Network	\$2,000 Ind. / \$6,000 Fam.	\$4,000 Ind. / \$12,000 Fam.	\$7,000 Ind./ \$14,000 Fam.
Out Of Pocket Max	Includes Deductible	Includes Deductible	Includes Deductible
In-Network	\$3,500 Ind. / \$10,200 Fam.	\$5,000 Ind. / \$10,200 Fam.	\$3,500 Ind. / \$7,000 Fam.
Non-Network	\$7,000 Ind. / \$21,000 Fam.	\$10,000 Ind. / \$30,000 Fam.	\$14,000 Ind. / \$28,000 Fam.
Coinurance			
In-Network	20%	20%	0%
Non-Network	40%	40%	30%
Lifetime Max	Unlimited	Unlimited	Unlimited
Emergency Room			
In-Network	\$100 Copay + 20%	\$100 Copay + 20%	Ded./ 0%
Non-Network	\$100 Copay + 20%	\$100 Copay + 20%	Ded./ 0%
Maternity	Same as any illness	Same as any illness	Same as any illness
Physician Office Visit			
In-Network	\$20 Copay	\$20 Copay	Ded./ 0%
Non-Network	Ded./ 30%	Ded./ 30%	Ded./ 30%
Specialist Office Visit			
In-Network	\$20 Copay	\$20 Copay	Ded./ 0%
Non-Network	Ded./ 30%	Ded./ 30%	Ded./ 30%
Preventive Care			
In-Network	100% Covered	100% Covered	100% Covered
Non-Network	Ded./ 30%	Ded./ 30%	Ded./ 30%
Urgent Care			
In-Network	\$45 Copay	\$45 Copay	Ded./ 0%
Non-Network	Ded./ 40%	Ded./ 40%	Ded./ 30%
Diagnostic Lab & X-Ray			
In-Network	\$0 Lab/\$0 X-ray/Ded./20% CT/PET/MRI	\$0 Lab/\$0 X-ray/Ded./20% CT/PET/MRI	Ded./ 0%
Non-Network	Ded./30%/ 40%	Ded./ 30%/40%	Ded./ 30%/30%
Prescriptions	Rx Out of Pocket \$1,000 Ind./\$3,000 Fam.	Rx Out of Pocket \$1,000 Ind./\$3,000 Fam.	
Network Retail Pharmacy	Preferred - \$15/\$30/\$45 Participating - \$20/\$40/\$55	Preferred - \$15/\$40/\$55 Participating - \$20/\$50/\$65	Ded./ 0%
Mail Order	x 3	x 3	Ded./ 0%
Specialty Rx	Same as Retail	Same as Retail	Ded./ 0%

Note: This is a brief summary and not intended to be a contract.

Medical Rates – Renewal Analysis

Effective Date: August 1, 2024



MEDICAL BENEFITS				BlueCross BlueShield Current			BlueCross BlueShield Renewal			BlueCross BlueShield Final Renegotiated BAFO		
				MM0722	MM1822	MMH922 HSA	MM0722	MM1822	MMH922 HSA	MM0722	MM1822	MMH922 HSA
FINANCIALS	Buy Up	Core	HSA	Buy Up	Core	HSA	Buy Up	Core	HSA	Buy Up	Core	HSA
Employee Only	10	33	20	\$664.57	\$605.76	\$479.74	\$867.63	\$791.70	\$612.37	\$733.97	\$669.73	\$518.03
Employee & Spouse	0	4	2	\$1,666.67	\$1,519.19	\$1,203.14	\$2,175.87	\$1,985.41	\$1,535.71	\$1,840.66	\$1,679.54	\$1,299.13
Employee & Child(ren)	4	14	4	\$1,224.28	\$1,115.93	\$883.79	\$1,598.37	\$1,458.46	\$1,128.12	\$1,352.13	\$1,233.78	\$954.32
Employee & Family	3	11	4	\$2,131.61	\$1,942.98	\$1,538.78	\$2,782.94	\$2,539.35	\$1,964.20	\$2,354.21	\$2,148.15	\$1,661.60
	17	62	30									
Monthly Premium	109			\$17,938	\$63,063	\$21,691	\$23,419	\$82,419	\$27,688	\$19,811	\$69,722	\$23,423
Annual Premium				\$215,252	\$756,752	\$260,296	\$281,023	\$989,028	\$332,257	\$237,730	\$836,662	\$281,070
Combined Monthly				\$102,692								
Combined Annual				\$1,232,300			\$1,602,309			\$1,355,463		
\$ Change from Current				N/A			\$370,009			\$123,163		
% Change from Current				N/A			30.0%			10.0%		
AM Best Rating				A			A			A		
Effective Date				8/1/2023			8/1/2024			8/1/2024		

Note: This is a brief summary and not intended to be a contract. These rates exclude premium taxes.

Medical Plan Contributions (Current)

Effective Date: August 1, 2023



Enrollment		Unit Costs					Total Employee Cost
PPO Plan \$1,000 Ind / 80% / \$3,500 OOP	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)		Total Employee Contribution Monthly (\$)
Employee	19	\$664.57	\$605.76	91.0%	\$58.81		\$58.81
+ Spouse	0	\$1,002.10	\$548.06	54.6%	\$454.04		\$512.85
+ Children	8	\$559.71	\$306.10	54.6%	\$253.61		\$312.42
+ Family	2	\$1,467.04	\$802.33	54.6%	\$664.71		\$723.52
Premium Contributions	19	\$240,463.08	\$186,755.04	77.7%	\$53,708.04		

PPO Plan \$2,000 Ind / 80% / \$5,000 OOP	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)		Total Employee Contribution Monthly (\$)
Employee	54	\$605.76	\$605.76	100.0%	\$0.00		\$0.00
+ Spouse	5	\$913.43	\$548.06	60.0%	\$365.37		\$365.37
+ Children	15	\$510.17	\$306.10	60.0%	\$204.07		\$204.07
+ Family	8	\$1,337.22	\$802.33	60.0%	\$534.89		\$534.89
Premium Contributions	54	\$667,542.00	\$557,538.19	83.5%	\$110,003.81		

HSA Plan \$3,500 Ind / 100% / \$0 OOP	Full Time Employees	Medical Rate	HSA Contribution	Total Rate With HSA	City Contribution of Medical Rate	City Contribution of HSA	Total Contribution With HSA	City Contribution of Medical Rate (%)	Employee Contribution (\$)	Total Employee Contribution Monthly (\$)
Employee	34	\$479.74	\$104.17	\$583.91	\$479.74	\$104.17	\$583.91	100.0%	\$0.00	\$0.00
+ Spouse	2	\$723.40	\$104.17	\$827.57	\$434.04	\$104.17	\$538.21	60.0%	\$289.36	\$289.36
+ Children	5	\$404.05	\$104.17	\$508.22	\$242.43	\$104.17	\$346.60	60.0%	\$161.62	\$161.62
+ Family	6	\$1,059.04	\$104.17	\$1,163.21	\$635.42	\$104.17	\$739.59	60.0%	\$423.62	\$423.62
Premium Contributions	34	\$313,589	\$58,750	\$372,339	\$266,447	\$58,750	\$325,197	85.0%	\$47,142	

HSA Contributions \$1,250 Individual, \$2,500 Family

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	107	\$1,280,344.48	\$1,069,490.44	83.5%	\$210,854.04
\$ Change from Current		\$111,051	\$91,887		\$19,163

Medical Plan Contributions (Renewal)

Effective Date: August 1, 2024



Enrollment		Unit Costs				Total Employee Cost		
PPO Plan \$1,000 Ind / 80% / \$3,500 OOP	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution Monthly (\$)	Change From Current Monthly (\$)	Change From Current Monthly (%)
Employee	17	\$733.97	\$669.73	91.0%	\$64.24	\$64.24	\$5.43	9.2%
+ Spouse	0	\$1,106.69	\$605.89	54.6%	\$500.80	\$565.04	\$52.19	10.2%
+ Children	4	\$618.16	\$338.43	54.6%	\$279.73	\$343.97	\$31.55	10.1%
+ Family	3	\$1,620.24	\$887.05	54.6%	\$733.19	\$797.43	\$73.91	10.2%
Premium Contributions	17	\$237,730.20	\$184,803.43	77.7%	\$52,926.77			

PPO Plan \$2,000 Ind / 80% / \$5,000 OOP	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)	Total Employee Contribution Monthly (\$)	Change From Current Monthly (\$)	Change From Current Monthly (%)
Employee	62	\$669.73	\$669.73	100.0%	\$0.00	\$0.00	\$0.00	0%
+ Spouse	4	\$1,009.81	\$605.89	60.0%	\$403.92	\$403.92	\$38.55	10.6%
+ Children	14	\$564.05	\$338.43	60.0%	\$225.62	\$225.62	\$21.55	10.6%
+ Family	11	\$1,478.42	\$887.05	60.0%	\$591.37	\$591.37	\$56.48	10.6%
Premium Contributions	62	\$836,661.84	\$701,308.75	83.8%	\$135,353.09			

HSA Plan \$3,500 Ind / 100% / \$0 OOP	Full Time Employees	Medical Rate	HSA Contribution	Total Rate With HSA	City Contribution of Medical Rate	City Contribution of HSA	Total Contribution With HSA	City Contribution of Medical Rate (%)	Employee Contribution (\$)	Total Employee Contribution Monthly (\$)	Change From Current Monthly (\$)	Change From Current Monthly (%)
Employee	30	\$518.03	\$104.17	\$622.20	\$518.03	\$104.17	\$622.20	100.0%	\$0.00	\$0.00	\$0.00	0%
+ Spouse	2	\$781.10	\$104.17	\$885.27	\$468.66	\$104.17	\$572.83	60.0%	\$312.44	\$312.44	\$23.08	8.0%
+ Children	4	\$436.29	\$104.17	\$540.46	\$261.77	\$104.17	\$365.94	60.0%	\$174.52	\$174.52	\$12.90	8.0%
+ Family	4	\$1,143.57	\$104.17	\$1,247.74	\$686.14	\$104.17	\$790.31	60.0%	\$457.43	\$457.43	\$33.81	8.0%
Premium Contributions	30	\$281,070.48	\$50,000.00	\$331,070.48	\$243,238.61	\$50,000.00	\$293,238.61	86.5%	\$37,831.87			

HSA Contributions \$1,250 Individual, \$2,500 Family

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	109	\$1,405,462.52	\$1,179,350.79	83.9%	\$226,111.73
\$ Change from Current		\$123,163	\$102,613		\$20,549
% Change from Current		9.6%	9.5%		10.0%



Agenda Briefing

Date of Meeting: June 18, 2024

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: City Services

General Information:

Consider and take all appropriate action on the approval of a proposal with Randall Scott Architects to Update the Program of Requirements and Provide Conceptual Design Services for a new Police Station in an amount of \$39,850.00 and authorize the City Manager to execute all associated documents. This is an unbudgeted item and will require a budget amendment.

Executive Summary / Background:

Reprogramming the architect's designs for a Police Station only is a strategic move to meet the city's immediate needs while making efficient use of previous investments in planning and design. This focused approach aims to gain public support and secure funding more effectively, ensuring the successful development of a crucial public safety facility.

Previously, the city engaged the services of [Architect's Name] to design a municipal building intended to house both the Police Department and the Municipal Court. This project was comprehensive, aiming to create a functional and efficient space for these critical public services. The design process included extensive planning and community engagement to ensure the facility would meet the needs of both departments and the public.

Bond Election Outcome

Following the completion of the architectural designs, the project was put forward for funding through a bond election. Unfortunately, the bond measure did not pass, and the project was halted due to lack of funding.

New Proposal

In light of the previous bond election results, the city is now proposing a revised plan. This new proposal involves reprogramming the existing architectural designs, but with a significant change: the focus will be solely on developing a new Police Station on the same site previously studied.

Key Points of the New Proposal

1. **Revised Scope:** The new plan narrows the scope of the project to include only the Police Department. This approach aims to address the immediate needs of the police force while reducing the overall cost and complexity of the project.
2. **Site Utilization:** The site that was originally studied for the combined municipal building will still be used. This location has already been evaluated for suitability, which streamlines the planning process and leverages previous work.
3. **Cost Efficiency:** By focusing solely on the Police Station, the city can reduce costs associated with the larger, dual-department facility. This makes the project more financially viable and potentially more acceptable to the public in future funding proposals.

Funding / Fiscal Information:

General Fund Reserves - Budget Amendment

Supporting Materials Attached:

1. RSA Fee Proposal - Seabrook Police Station

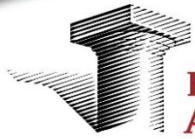
Prior Action / Review by Council, Boards, Commissions:

- 2 Prior Proposals have been approved by City Council with the architectural firm

Staff Recommendation:

Approve the proposal with Randall Scott Architects in an amount not to exceed \$39,850.00

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.



**RANDALL SCOTT
ARCHITECTS**

ARCHITECTURE | INTERIORS | PLANNING

June 7, 2024

Ms. Gayle Cook
City Manager
City of Seabrook
1700 1st Street
Seabrook, Texas 77586

RE: PROPOSAL/AGREEMENT TO UPDATE THE PROGRAM OF REQUIREMENTS & PROVIDE CONCEPTUAL ARCHITECTURAL DESIGN SERVICES FOR THE CITY OF SEABROOK'S NEW POLICE DEPARTMENT

I. PROJECT SCOPE

This Proposal/Agreement is submitted by Randall Scott Architects, Inc. (hereinafter also referred to as RSA or Architect) to the City of Seabrook (hereinafter also referred to as City, Owner or Client) to provide updated Programming and Conceptual Architectural Design Services for a New Police Department Building.

A. PROJECT CRITERIA

The City of Seabrook is considering the construction of a new Police Dept. building on the same site previously studied for its police and court facility. The services under this agreement include reducing the original PMC Program of Requirements to include Police Dept. only and corresponding conceptual architectural design services for the new Police Department building.

II. REVISED PROGRAMMING & CONCEPTUAL ARCHITECTURAL DESIGN SERVICES

The following Programming and Conceptual Architectural Design Services will be provided by RSA under this Proposal/ Agreement:

- A. **Revision of the Program of Requirements and Initial Cost Estimate** – RSA will review the original Seabrook PMC POR and reduce it to include Police Department functions only. An updated Program of Requirements and Initial Cost Estimate for Police only will be generated and forwarded to Staff for review and comment. Revisions will be incorporated into a final POR and cost estimate from the comments.
- B. **Prepare Proposed Floor & Site Plans** – Based on the approved POR and cost estimate, RSA will revise the original PMC site and floor plans to include the Police Dept. only. The proposed floor and site plans will be reviewed in a virtual Team's meeting with City Staff. RSA will make revisions to these plans based on Staff's comments from the virtual meeting and submit revised plans for final review.
- C. **Preliminary Exterior Conceptual Design** - Based on the proposed floor and site plans approved by Staff, RSA will prepare a Conceptual Exterior Design of the PD complex and a 3D virtual model for review with Staff and Stakeholders.
- D. **Update Conceptual Design Cost Estimate** – Based on the proposed site / floor plans and exterior design concept, RSA will update its conceptual design cost estimate for the project.
- E. **Conceptual Design Presentation to Council** – If desired, RSA will assist staff in making an in-person presentation of the proposed floor/site plans, virtual fly-around and updated conceptual design cost estimate to Council.

III. ADDITIONAL SERVICES

Additional Services are all services not explicitly listed under Section II *Revised Programming & Conceptual Architectural Design Services* of this Proposal/Agreement. Additional Services shall be provided when requested by the City on an hourly or negotiated fee basis in addition to the fees charged for the Basic

Services outlined in Section II above. Prior to beginning Additional Services work, RSA shall request approval from the City if it believes that Additional Services are warranted or have been requested by the City.

Additional Services include, but are not limited to, the following:

- A. Revisions requested by the City to the Architect's Work resulting in changes in the design, scope and/or quality. Revisions to the Architect's Work or documents due to changes in the information provided to the Architect by the City.
- B. Preparing design alternatives (other than those listed in Section II above) or redesign services for the project.
- C. Attendance at a Town Hall meeting with citizens or other groups to present the proposed design in this Proposal/Agreement and receive input. Presentation of the materials included in this Proposal/Agreement to one City Council meeting is included under the Basic Services portion of this Proposal/Agreement if needed.
- D. Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration Phase services to design and construct the actual facilities addressed in this study as defined in the AIA B101 2017 Owner Architect Agreement document.
- E. Field verification of existing improvements on the site which are not provided to RSA via survey.
- F. MEP, structural, civil, landscape architecture, technology, A/V, acoustical, envelope consultant, code consultant, surveying or other consulting services required to complete the study.
- G. Backfill design studies of the existing Municipal Court, Police and City Hall complex to determine their usefulness for repurposing.

IV. PRELIMINARY PROJECT SCHEDULE

The timeline for the *Revised Programming & Conceptual Design Services* described in Section II above will be determined during the Conceptual Design phase in conjunction with City Staff.

V. PROFESSIONAL FEES

A. REVISED PROGRAMMING & CONCEPTUAL ARCHITECTURAL DESIGN SERVICES

- 1. The Revised Programming & Conceptual Architectural Design Services called for in Section II of this Proposal/Agreement for the Police Department Building shall be provided for a **lump sum fee of \$39,850**. Reimbursable expenses for this project are included in this fee.

B. ADDITIONAL SERVICES

- 1. Additional Services for the project shall be provided at the following hourly rates or negotiated on a lump sum basis at the time they are required. The following rates shall be revised annually to reflect changes in the firm's overhead and personnel costs.

Founding Principal	\$350.00/hr.
Principal	\$300.00/hr.
Sr. Vice President	\$285.00/hr.
Vice President/PM	\$250.00/hr.
Project Architect	\$225.00/hr.
Staff Architect	\$200.00/hr.
Interior Designer	\$200.00/hr.
Administrative	\$125.00/hr.
Consultants	Cost + 10%

VI. PROFESSIONAL REGISTRATION

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, phone: 512.305.9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Article 249A, VTCS.

VII. OTHER CONDITIONS

- A. This Proposal/Agreement is valid for 30 days from the date at the top of the first page of this document unless signed and accompanied by a P.O. issued by the City prior to that date or the timeframe is extended by the Architect in writing.
- B. The City shall provide, and the Architect shall be entitled to rely upon the accuracy of: 1) An accurate site survey for the proposed site. The survey shall include topographic and utilities sizes/locations, tree sizes and types and all other improvements on the property for RSA to provide reasonably accurate design drawings and an order of magnitude cost estimate for the project. In the absence of a survey prepared by a licensed surveyor, RSA shall be entitled to rely upon the accuracy of Google Maps or Google Earth images downloaded off the internet and scaled based on the scale provided in the downloaded image.
- C. **PROFESSIONAL LIABILITY OF THE ARCHITECT AND ANY CONSULTANTS UTILIZED BY THE ARCHITECT (IF ANY) FOR ALL SERVICES PROVIDED UNDER THIS PROPOSAL/AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID UNDER ARTICLE V.A OF THIS PROPOSAL/AGREEMENT.**

VIII. EXCLUSIONS:

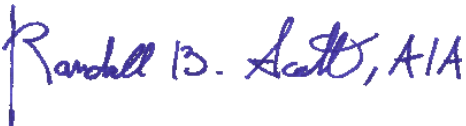
The following items are specifically excluded from RSA's scope of work and this Proposal:

- A. Detailed cost estimating services.
- B. Field verification and measurement of improvements not provided via a registered survey to RSA by the City.
- C. MEP, structural, civil, landscape architecture, IT, A/V, security, acoustical, envelope consultant, code consultant or other consulting services required to complete the project which are not specifically listed under Section II *Conceptual Architectural Design Services*.
- D. Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration Services as defined in the 2017 edition of the AIA B101 Owner Architect Agreement.

Randall Scott Architects appreciates the opportunity to submit the above Proposal/Agreement and looks forward to working with The City of Seabrook again on this important Project!

Thank you,

RANDALL SCOTT ARCHITECTS, INC.



Randall B. Scott, AIA
Founding Principal & CEO

APPROVED
CITY OF SEABROOK

Gayle Cook – City Manager

Date

June 2024

June 2024							July 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	8	8	9	10	11	12	13
16	17	18	19	20	21	15	14	15	16	17	18	19	20
23	24	25	26	27	28	22	21	22	23	24	25	26	27
30						29	28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3	4 6:00pm Regular City Council Meeting (City Hall 1st Floor)	5	6 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	7	8
9	10	11 6:00pm Special City Council Meeting (City Hall)	12	13 6:00pm Seabrook Economic Development Board of Directors Meeting	14	15
16	17	18 6:00pm Regular City Council Meeting (City Council Chamber)	19 8:00am	20 5:30pm HCMCA Port Dinner & Tour (San 6:00pm Seabrook	21	22
23 Texas Outlaw Challenge (Cle	24	25	26	27 11:30am BAYTRAN - 2024 State of the Ports (Marriott Houston South at	28	29
30	Jul 1	2	3	4	5	6

July 2024

July 2024							August 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2 6:00pm Regular City Council Meeting (City Hall 1st Floor)	3	4 8:00am 4th of July Kids' Parade	5	6
7	8	9	10	11 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	12	13
14	15 Semi-annual Campaign Finance Reports Due (City Secretary's Office)	16 6:00pm Regular City Council Meeting (City Council Chamber)	17	18 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	19	20 9:00pm Movie Night at Meador Park (Meador Park)
21	22	23 6:00pm Special City Council Meeting (City Hall)	24	25	26	27
28	29	30	31 6:00pm Special City Council Meeting (City Hall)	Aug 1	2	3