



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
THURSDAY, JANUARY 23, 2025 - 6:00 PM**

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NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **THURSDAY, JANUARY 23, 2025 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. CONSENT AGENDA

2.1 Approve the minutes of the January 7, 2025 City Council Meeting.

2.2 Approve and ratify the City Manager's appointment of Ashley Gadd to the Civil Service Commission to replace Byron Hanssen and fulfill the term to expire June 1, 2025. *Gayle Cook, City Manager*

2.3 Consider and take all appropriate action on ratification of a business development incentive agreement by MJones Seabrook Operating LLC, as approved by the Seabrook Economic Development Corporation (SEDC) on October 12, 2024, in accordance with the previously posted Business Incentive Program Project resolution

for restaurant improvements at 1818 Nasa Parkway, in an amount not to exceed \$200,000.00. *Gayle Cook, City Manager*

3. BOARDS AND COMMISSIONS

3.1 Consider and take all action on the approval of applications for membership on the Hotel Occupancy Tax (HOT) Advisory Board.

4. NEW BUSINESS

4.1 Consider and take all appropriate action on the approval of a proposal from Kimley-Horn for professional services in an amount not to exceed \$93,000.00 for the development of Gateway, Wayfinding and Park Signage through funding by the Seabrook Economic Development Corporation. This item was heard by the Economic Development Corporation for funding consideration on January 9, 2025. *Gayle Cook, City Manager*

4.2 Consider and take appropriate action on an Interlocal Agreement between the City of Seabrook and Harris County Public Health to provide aggregate data for the purpose of preventing and or controlling disease, injury, or disabilities. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

4.3 Consider and take all appropriate action on Task Order 2025-01 Amendment #1 to Task Order 2021-02 with Ardurra LLC, under the Professional Services Agreement for Sewer System Portable, EOC and Fire Station Generators Hazard Mitigation Grant Management Services, for additional services in an amount not to exceed \$22,319.00, and authorize the City Manager to execute all associated documents. *Gayle Cook, City Manager*

4.4 Consider and take all appropriate action determining whether the Pelican Bay Pool reconstruction project will be included in an election proposition, give direction on the preferred design conceptual, and establish the specific cost level to be included in the proposed ordinance before City Council on February 4, 2025, ordering a bond election. *Gayle Cook, City Manager*

4.5 Consider and take all appropriate action determining whether the Seabrook Police Department facility will be included in an election proposition, give direction on the site, and establish the specific cost level to be included in the proposed ordinance before City Council on February 4, 2025, ordering a bond election. *Gayle Cook, City Manager*

5. DISCUSSION

5.1 Discussion regarding the automatic resignation of Position 1, Jackie Rasco, due to her public announcement of candidacy for the Mayor position, as outlined under the City Charter and applicable state law, and the associated implications. *David Olson, City Attorney*

5.2 Discussion regarding a sound barrier wall along State Highway 146 for the Lake Cove subdivision. *Joe Machol, At-Large Position 6*

5.3 Discussion regarding requirements for new residents to obtain garbage bins. *Joe Machol, At-Large Position 6*

5.4 Discussion regarding the funding provided by the City for the Christmas Boat Parade. *Joe Machol, At-Large Position 6*

5.5 Discussion regarding Section R401.3 of the International Energy Efficiency codes requiring permanent HVAC and R-Factor certificates within an electrical panel. *Joe Machol, At-Large Position 6*

5.6 Discussion regarding the Economic Development Corporation's Economic Alliance Advocacy trip to Washington D.C. with the Economic Alliance Port Houston. *Joe Machol, At-Large Position 6*

5.7 Discussion regarding the arrangement of locations for future Town Hall meetings. *Joe Machol, At-Large Position 6*

5.8 Discussion regarding a Town Hall meeting for the Bayside Park construction located on Main Street. *Joe Machol, At-Large Position 6*

5.9 Discussion regarding the location of the the Carothers fence line. *Joe Machol, At-Large Position 6*

5.10 Discussion on the City of Seabrook's current communication tools and strategies and opportunities to engage and inform the public. *Jackie Rasco, At-Large*

6. ROUTINE BUSINESS

6.1 Monthly Financial Report for December, 2024. *Michael Gibbs, Director of Finance*

6.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, City of Seabrook CIP Projects.

6.3 Establish future meeting dates and agenda items.

7. EXECUTIVE SESSION

7.1 Section 551.074

Conduct a closed executive session to deliberate the evaluation and duties of the City Manager.

8. 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".

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, January 17, 2025 no later than 6:00 p.m., **and this agenda was amended on Sunday, January 19, 2025**. This notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





**MEETING MINUTES
JANUARY 7, 2025**

**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, Tom Tollett, Michael Giangrosso, Joe Machol. Also in attendance were: City Manager Gayle Cook, Deputy City Secretary Amanda Morales, and Deputy City Manager Sean Landis. Mayor Thom Kolupski declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

The following citizens gave public comments:

Terri Moore	2709 N. Myer	Traffic concerns on East and North Myer and the new police facility
Gary Johnson	2300 Repsdorph	Location of the new police facility and the costs associated.
Angela Cervantes	2534 Loganberry Circle	Industrial District Agreements (IDA) at the Port and the noise associated. Location of the new police facility.
Hank Kidd	817 Stapler	Desire to be added to the list for the Bayside Park Stakeholders Group

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

The following events were announced by Councilmember Hammann:

- Community Town Hall - Wednesday, January 8, 6 p.m. - 8 p.m. Council Chambers.
- Community Town Hall - Monday, January 13, 6 p.m. - 8 p.m. Council Chambers
- Community Shred Day - Wednesday, January 15, 4:30 p.m. - 6:30 p.m. City Hall
- City Offices Closed - Martin Luther King Jr. Day – Monday, January 20

2. PRESENTATIONS

2.1 Presentation honoring and recognizing the retirement of long time City employee, Kevin Padgett, Director of Public Works, and his hard work, loyalty, dedication, and accomplishments.

The Mayor presented a Proclamation and Key to the City to Kevin Padgett for his 33 years of hard work, loyalty and dedication to the City of Seabrook. Kevin expressed his appreciation for all of the kind words and the opportunity he was given to work with the City.

2.2 Presentation to recognize Snap Fitness Seabrook as the Seabrook Economic Development Corporation's Business of the Year Award for 2024.

The Mayor presented Snap Fitness Seabrook the Seabrook Economic Development Corporation's Business of the Year award.

3. CONSENT AGENDA

3.1 Approve the minutes of the December 3, 2024 City Council Meeting

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4. BOARDS AND COMMISSIONS

4.1 Consider and take action on the approval of a Council Member, applications from Old Seabrook residents, business owners, and agency and board representatives nominations for membership onto the Bayside Park Extension Stakeholder Group.

Motion:	To Postpone for interviews
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

Mayor Pro Tem, Buddy Hammann, nominated Council Member Tom Tollett as Council liaison to conduct interviews for the Bayside Park Extension Stakeholder Group; Council Member Jackie Rasco nominated Council Member Joe Machol

Motion:	To Approve Tom Tollett and Joe Machol's Nominations to conduct Interviews for the Bayside Stakeholders Group
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	No Second
Vote:	Passed unanimously by all present

5. BID AWARDS

5.1 Approve the rejection of bids; as only one bid received, from RFP 2024-16-335 Sidewalk Removal and Replacement Project and rebid using Civcast.

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 bid award and execution of a contract for RFP 2024-08-336, Old State Highway 146 Interconnect to Bull-G Construction LLC, not to exceed \$510,911.00.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

6. OLD BUSINESS

- 6.1 Hear a presentation and consider and take all appropriate action on options from Progressive Commercial Aquatics regarding the Seabrook Pelican Bay Pool designs.**

Stephen Seliskar with Landmark Aquatic gave a presentation regarding conceptional designs for the Pelican Bay Pool (**See Attachment A**) and council members asked questions regarding the design. City Manager Gayle Cook discussed some of the challenges associated with this project regarding the restrooms as well as some other minor improvements that have been proposed. No action taken.

- 6.2 Consider and take all appropriate action on the extension of the agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 ½ NASA Parkway (operating as 'The Yard' at Barge295) for the continuation of temporary conditional exceptions to various codes and ordinances and providing for an extended period of six (6) months.**

Councilmember Hammann recommended a six (6) month extension of the agreement.

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

7. NEW BUSINESS

- 7.1 Consider and take all appropriate action on Resolution 2025-01, Expressing finance expenditures to be incurred, relating to the Seabrook Police Station and Seabrook Pelican Bay Pool.**

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

- 7.2 Consider and take all appropriate action on Resolution 2025-02 designating the City's official newspaper.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

7.3 Consider and take all appropriate action on Resolution 2025-03 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4485-0142 for Seabrook Fire Station Generator.

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

7.4 Consider and take all appropriate action on Resolution 2025-04 of HMGP Grant application submittal for Severe Weather DR-4781 Outdoor Early Warning System

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

7.5 Consider and take all appropriate action on Resolution 2025-05 for HMGP Grant application submittal for Hurricane Beryl DR-4798 for Nasa Water Line Relocation

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

8. EXECUTIVE SESSION

8.1 Executive Session pursuant to Texas Government Code 551.074 to conduct a closed executive session to consult with attorney on legal issues associated with the industrial district agreements (IDA's).

Mayor Kolupski adjourned the meeting into Executive Session at 6:57 p.m.

9. OPEN SESSION

Mayor Kolupski reconvened the meeting into Open Session at 8:26 p.m.

10. ROUTINE BUSINESS

10.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

City Manager Gayle Cook updated council on various items requiring no action (**See Attachment B**).

10.2 Establish future meeting dates and agenda items.

Councilmember Rasco requested City communications be added to the next agenda.

Deputy City Secretary Amanda Morales informed Council that the next regular City Council meeting would be held on January 21, 2025.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 6 Machol
Vote:	Passed unanimously by all present

Meeting was adjourned at 8:33 p.m.

APPROVED:

Thomas G. Kolupski
Mayor

DATE:

ATTEST:

Rachel Lewis, TRMC
City Secretary

SEABROOK ECONOMIC DEVELOPMENT CORPORATION PERFORMANCE AGREEMENT

This Performance Agreement (this "Agreement") is made by and between the Seabrook Economic Development Corporation, a State of Texas Type B economic development corporation (the "SEDC"), and **MJones Seabrook Operating, LLC**, a State of Texas Limited Liability Company (the "Company") (with the SEDC and the Company each being a "Party", and collectively the "Parties"), and is entered into by the Parties as of the Effective Date as defined herein.

RECITALS

WHEREAS, the SEDC has established certain programs in accordance with Chapters 501, 502, and 505 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity (the "Projects") within the City of Seabrook (the "City"), and when the Projects involve a direct incentive to a company, Chapter 501 of the Texas Local Government Code requires the SEDC to memorialize such incentive in a performance agreement with such company (a "Performance Agreement"); and

WHEREAS, the Parties have concluded and hereby find that this Agreement promotes economic development in the City and that this Agreement is a Performance Agreement, providing for the SEDC's provision of a direct incentive to the Company; and

WHEREAS, to ensure that the direct incentive of the SEDC provided under this Agreement is utilized in a manner consistent with Chapters 501, 502, and 505 of the Texas Local Government Code, the Company has agreed to comply with certain conditions for receiving the SEDC's direct incentive, as provided herein; and

WHEREAS, the Company is the leasee of certain real property generally located 1818 NASA Parkway, Seabrook, Texas 77586 (the "Property"), with the Property being more particularly depicted and described in the attached **Exhibit "A"**; and

WHEREAS, the SEDC has received a grant application (the "Application") from the Company regarding certain improvements to be made to the Property (the "Program"), with the Application which includes a description of the Program being attached to this Agreement as **Exhibit "B"**; and

WHEREAS, the SEDC has current funds on hand in the full amount of the grant contemplated in the Application (the "Grant"), and the SEDC desires to provide the Grant according to the terms and conditions of this Agreement, including the requirement that the Company pay back the Grant is certain performance measures are not met by the Company as provided herein; **and NOW, THEREFORE:**

IN CONSIDERATION OF THE MUTUAL BENEFITS DESCRIBED IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. RECITALS

The facts and statements included in the Recitals to this Agreement are hereby incorporated into this Agreement for all intents and purposes.

SECTION 2. AUTHORITY

A. The SEDC's participation in this Agreement is authorized by Chapters 501, 502, and 505 of the Texas Local Government Code. At a meeting of the Board of Directors of the SEDC (the "Board") on October 17, 2024, the Board determined that the Program is qualifies for one of the Projects previously approved by the Board and the Council, with the Projects being authorized in Section 501, 502, and 505 of the Texas Local Government Code and authorized the SEDC to offer a direct incentive to the Company. This Agreement satisfies Chapters 501, 502, and 505 of the Texas Local Government Code and serves as a Performance Agreement reflecting the obligations of the SEDC and Company regarding the direct incentive.

B. The SEDC has taken all necessary actions and obtained all necessary approvals to enter into this Agreement, which includes the City Council of the City (the "Council") approving the Project, "SEDC Incentives Policy", authorizing this Agreement by resolution through two (2) readings at meetings of the Council, with a copy of such **Resolution** being attached to this Agreement as **Exhibit "F"**.

C. The SEDC acknowledges that the Company's participation in this Agreement and the Company's decision to commit substantial resources and money to lease and develop the Property are made in reliance upon the SEDC's performance of its obligations under this Agreement and is subject to the Company's performance of its obligations under this Agreement.

SECTION 3. DEFINITIONS

In addition to the terms defined in the Recitals or elsewhere in this Agreement, as used in this Agreement, the following words or phrases shall have the following meanings:

- (1) "Capital Investment" means funds expended in good faith by the Company in furtherance of the Program, including but not limited to site work, construction costs, materials, landscaping, and required signage.
- (2) "Certificate of Occupancy" means a certificate of occupancy issued by the City in accordance with its standard practices and may include a temporary certificate of occupancy. A Certificate of Occupancy shall not include a certificate of occupancy issued in error, by mistake, or based upon a misrepresentation of facts by the Company or its agent.
- (3) "Economic Development Grant Payment" means the reimbursement amount to be paid to the Company by the SEDC upon the Company's satisfaction of the terms of this Agreement, in an amount not to exceed Two Hundred Thousand and 00/100 dollars (\$200,000.00), as provided herein.
- (4) "Effective Date" means the last date this Agreement is signed by all Parties.

(5) "Force Majeure" means any contingency or cause beyond the reasonable control of a Party including, without limitation: war, riots, acts of terrorism, acts of the public enemy, insurrections, civil commotion; labor disputes, a general inability to obtain labor or materials or reasonable substitutes for either, unusual delay in transportation, strikes, slowdowns or work stoppages; acts of God, casualties, explosions, floods, fire, earthquake, tornado, hurricane or other severe and adverse weather conditions; pandemics, epidemics, infectious disease outbreaks, public health emergencies, health and safety circumstances that require individual isolation, quarantine or quarantine-like restrictions; delays caused by actions or inactions, or other acts or omissions on the part of any public utility or state or federal government (or de facto governmental entity), state or federal government official or their respective agents or employees; and, delays caused by state or federal governmental restrictions, regulations, or controls.

(6) "Jobs" means employment of individuals working at or on the Property as a result of the Program. Such individuals shall be "full time" (averaging at least twenty (20) hours per week), or "part time" (averaging less than twenty (20) hours per week). For the purposes of proving up jobs, the Company shall use the form attached hereto.

(7) "Open for Business" means that the applicable portion of the Property is under roof and air-conditioned and heated is open for full-time business operations for all intended purposes.

SECTION 4. TERM

This Agreement shall become enforceable upon the Effective Date and will terminate on the first to occur upon the: receipt by the Company of the Economic Development Grant Payment; or, the termination of this Agreement as provided for herein (the "Term"). However, the Term shall not exceed ten (10) years from the Effective Date, at which time this Agreement shall automatically expire unless extended in writing approved by both Parties.

SECTION 5. THE COMPANY'S PERFORMANCE CRITERIA

The Company must satisfy and provide proof to the Board that the following have been accomplished in order to receive the Economic Development Grant Payments, with such performance criteria being certified by the Company as provided in this Agreement, including the Capital Investment and Job Creation Certification form attached to this Agreement as **Exhibit "C"**, which shall be executed and delivered concurrently with this Agreement:

(1) Completion of the Application, including all required forms and documents associated therewith; and,

(2) The Company has done all of the following:

(a) Created at least fifteen (15) Full Time and ten (10) Part Time Jobs; and,

(b) Expended at least Two Hundred Seventy-one Thousand and 00/100 dollars (\$271,000.00) at the Property in hard costs for the Program.

SECTION 6. ECONOMIC DEVELOPMENT GRANT PAYMENTS

A. Within thirty (30) days of the Board's determination that the Company has satisfied the performance criteria set forth in Section 5 above, the SEDC shall provide an Economic Development Grant Payment to the Company in an amount not to exceed Two Hundred Thousand and 00/100 dollars (\$200,000.00) as a reimbursement for the Company's costs associated with the Program. In no event shall the SEDC be required to make any Economic Development Grant Payment to the Company except as provided herein, and subject to satisfaction of the conditions set forth above. The obligations contained in this Agreement shall cease upon payment in full to the Company of the Economic Development Grant Payment, or the expiration of the Term, whichever occurs first.

B. A delay in the payment of the Economic Development Grant Payment by the SEDC due to a delay in receiving any sales tax revenues or sales and use tax information from the Texas Comptroller shall not be considered a default on the part of the SEDC so long as the SEDC uses reasonable efforts to obtain such sales tax revenues or sales and use tax information and make the Economic Development Grant Payment to Company within thirty (30) days after the receipt of such sales tax revenues or sales and use tax information from the Texas Comptroller.

C. If applicable, in order to assist the SEDC in its accounting of the Economic Development Grant Payment, the Company shall sign and submit to the SEDC and maintain during the Term, the Waiver of Sales Tax Confidentiality form attached as **Exhibit "D"**, or other similar form required by the Texas Comptroller as may be required from time to time during the Term to permit the release of sales tax information relating to the Company Facility.

SECTION 7. THE COMPANY'S COVENANTS, WARRANTIES, AND OBLIGATIONS

The Company hereby makes the following covenants and warranties to the SEDC, and agrees to timely and fully perform the following obligations and duties:

- (1) The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement;
- (2) The execution of this Agreement has been duly authorized by the Company, and the corporate officer signing this Agreement is an officer of the Company, empowered to execute this Agreement and bind the Company, with said authorization, signing, and binding effect is not in contravention of any law, rule, or regulation, or of the provisions of the Company's articles of incorporation, bylaws, or of any agreement or instrument to which the Company is a party or by which it may be bound;
- (3) The execution and performance of this Agreement by the Company constitutes its valid and binding obligation, subject to the terms and conditions set forth in this Agreement;
- (4) As of the date of this Agreement, no litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business, properties, or operation; and no consent, approval, or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby;

(5) There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Company has not been informed of any potential involuntary bankruptcy proceedings;

(6) The Company shall pay all state and local taxes due and owing by the Company to all taxing authorities having jurisdiction over the Property prior to delinquency;

(7) In the event of bankruptcy, receivership, or closure or cessation of operations at the Property, the Company shall maintain the Property in good condition and in compliance with applicable building and property maintenance codes and ordinances;

(8) The Company shall not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled, and shall refrain from violating any applicable local, state, and federal law which may have a material adverse effect on the City's or the SEDC's reputation by virtue of the City's or the SEDC's relationship with Company;

(9) The Company acknowledges that for contracts needing City or SEDC approval, that the City or the SEDC may not accept or enter into a contract until it has received from the Company a completed, signed, and notarized Texas Ethics Commission (the "TEC") Form 1295 from the Company complete with a certificate number assigned by the TEC, pursuant to Texas Government Code Chapter 2252 and the rules promulgated thereunder by the TEC, with a copy of the TEC Form 1295 attached hereto;

(10) Pursuant to Chapter 2264 of the Texas Government Code, the Company certifies that as of the Effective Date of this Agreement and throughout the Term, the Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in §2264.001 of the Texas Government Code), and if the Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. §1324a(f) occurring during the Term of this Agreement, the Company shall repay to the SEDC the total amount of the Economic Development Grant Payment paid to the Company under this Agreement, plus interest at agreed rate not later than the one hundred twentieth (120th) day after the date the SEDC notifies the Company of the violation; and it is agreed that for purposes of this subsection, but only if permissible under Chapter 2264 of the Texas Government Code, that:

(a) For the purposes of this Section, "Company's business" shall be limited to the Company's business in Seabrook, Texas;

(b) The Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom the Company contracts;

(c) Neither the Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and,

(d) The date that "SEDC notifies the Company of the violation" may not be earlier than the date that the Company has been "convicted of a violation" as provided in the immediately preceding subsection; and,

(11) For purposes of this Section “agreed rate” shall mean the lesser of:

- (a) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers, or
- (b) the highest lawful rate.

SECTION 8. DEFAULT

A. The following shall constitute a default by the Company under this Agreement (a “Company Default”):

- (1) The appointment of a receiver of the Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.
- (2) The adjudication of the Company as bankrupt.
- (3) The filing by the Company of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the Company.
- (5) Upon the expiration of the notice and cure period set forth below, a breach of any material covenant set forth herein.

B. The following shall constitute a default by the SEDC under this Agreement (a “SEDC Default”):

- (1) The appointment of a receiver of the SEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.
- (2) The adjudication of the SEDC as bankrupt.
- (3) The filing by the SEDC of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the SEDC.
- (5) Upon the expiration of the notice and cure period set forth below, the SEDC’s failure to pay any Economic Development Grant Payment to the Company in accordance with this Agreement.

(6) Upon the expiration of the notice and cure period set forth below, a breach of the SEDC's obligations set forth in this Agreement.

C. In the event of the occurrence of a breach or default by a Party under this Agreement, as applicable, the non-defaulting Party shall give written notice to the other Parties of such default, and the actions necessary to cure such alleged default, and the defaulting Party shall have sixty (60) days thereafter to cure said default or if the defaulting Party is diligently pursuing the cure of such default but such default is not reasonably curable within sixty (60) days, then the defaulting Party shall have such additional amount of time as is reasonably necessary to cure such default but no more than thirty (30) additional days. Should a default or breach as described herein, remain uncured after such cure period it shall constitute a Company Default or SEDC Default, as applicable, and the non-defaulting Party shall have the right to exercise the remedies set forth below.

SECTION 9. REMEDIES.

A. Upon the occurrence of a Company Default, the SEDC shall have the right to terminate this Agreement by written notice to the Company, in which event the SEDC shall have no obligation to make any future Economic Development Grant Payment to the Company under this Agreement.

B. Upon the occurrence of a SEDC Default, the Company shall have the right to terminate this Agreement by written notice to the SEDC, in which event the Company shall have no further obligations under this Agreement.

C. In addition, and without terminating this Agreement, any Party shall further have the power to enforce specific performance to collect amounts owing by the other Parties under this Agreement or to otherwise compel the other Parties to perform their obligations under this Agreement. Further, any Party shall have the right to bring an action for a declaratory judgment.

D. The SEDC shall be entitled to a refund of any portion of or all Economic Development Grant Payments made to the Company, except as otherwise provided herein, and further provided that the SEDC shall be entitled to recapture any portion of or all Economic Development Grant Payments which were made based upon materially false or fraudulent information certified to or provided by the Company and for which the Company would not otherwise have been entitled. No action shall lie for damages against the Company except that the SEDC shall be entitled to any action to recover any amounts owed by the Company as provided in the foregoing sentence.

E. Upon the occurrence of a SEDC Default, the Company has the right to bring any action to recover any amounts owed to it under this Agreement plus interest from the date due at the agreed amount. In addition, the Company shall have the right to seek a judicial declaration of the appropriate amount of the Economic Development Grant Payment owing to the Company by the SEDC under this Agreement.

F. THE SEDC DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITIES THAT IT MAY HAVE AS NOW EXIST OR MAY BE CREATED UNDER ANY APPLICABLE LAW OR JUDGEMENT.

G. If any legal action or proceeding is commenced by any Party to enforce the provisions of this Agreement or to recover any damages permitted under this Agreement from the breaching Party, the Party entitled to relief shall additionally recovered its reasonable legal fees and costs.

H. The sole and exclusive remedies of the Company for a breach by the SEDC under this Agreement shall be those expressly provided for in this Agreement and the Company hereby waives any other remedies under law or in equity.

I. A Party shall not be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of an event of Force Majeure, but only for so long as the event of Force Majeure reasonably delays, disrupts, or prevents performance.

J. Any delay for any amount of time by a Party in providing notice of default to the other Party shall in no event be deemed or constitute a waiver of such default by such non-defaulting Party of any of its rights and remedies available in law or in equity.

K. Any waiver granted by one Party to another Party shall not be deemed or constitute a waiver of any other existing or future default by such Party or of a subsequent default of the same act or event.

SECTION 10. LIABILITY LIMITATIONS OF THE SEDC

The SEDC is making payments under this Agreement solely and exclusively from the sales tax revenues it receives from the Texas Comptroller and such funds are not financed and will not be financed or otherwise paid from any other source. Under no circumstances shall the obligations of the SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS

A. Changes in Law. Should a change in law prevent or prohibit the SEDC from complying with or making any payments under this Agreement, the Parties agree to terminate this Agreement; provided, however, that, to the extent feasible and permitted by applicable law, the Parties agree to work together in good faith to modify this Agreement or enter into a new agreement or otherwise provide the Company with a remedy or reasonably equivalent value to otherwise accomplish the purpose of this Agreement, and if the Parties do not agree, then a court may equitably reform this Agreement.

B. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

C. Assignment, Sale, Merger, or Transfer. Except as provided below, the Company may not assign all or part of its rights under this Agreement to a third party, or otherwise sell, merge, or transfer substantially all its then owned assets to another entity (each, a "Transfer"), without written notice of a Transfer provided by the Company to the SEDC at least thirty (30) days prior to a Transfer.

D. Notice. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. Any notice or other communication (the "Notice") given under this Agreement shall be in writing, and may be given:

- (1) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested;
- (2) by personal delivery of the Notice to the Party;
- (3) by depositing the Notice with Federal Express or another nationally recognized courier service for next day delivery;
- (4) by electronic delivery of the Notice to an e-mail address provided by each Party; or,
- (5) by confirmed facsimile, at a number provided by each Party, only if a copy of the Notice is also given in one of the manners specified in (1), (2), (3), or (4).

E. Notice Contact Information. Unless changed as approved in writing by all Parties, for the purposes of the Notice, the contact information of the Parties is as follows:

For the SEDC:

Seabrook Economic Development Corp.
Attn: Executive Director
1700 1st Street
Seabrook, Texas 77586

For the Company:

MJones Seabrook Operating, LLC
Attn:

For the Property Owner:

Winglord, Ltd.
6001 Pompton Ct
Dallas, TX 75248

F. Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against, either Party based on draftsmanship.

G. Relationship of the Parties. This Agreement shall not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither Party, nor either's past, present, or future elected officials, officers, directors, employees, or agents, assume any responsibility or liability to any third party in connection with the development of the Property or the design, construction, or operation of any portion of the Property.

H. Applicable Law and Venue. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas without regard to any conflicts of law provision, and venue will lie in a state district court in Harris County, Texas. The Parties consent to, and waive any objection to, in person jurisdiction in Harris County, Texas.

I. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect under present or future laws, the remainder of this Agreement shall not be affected so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable, is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable, and effects the intent, purpose, and benefits of this Agreement.

J. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

K. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

L. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which will constitute the same instrument. A signature transmitted by facsimile or email will be deemed to be an original signature for all purposes. As used in this Section, "signature" includes an electronic signature.

M. Exhibits. The following exhibits are attached to and incorporated into this Agreement and made a part of this Agreement for all purposes as if they were set forth herein in their entirety:

- Exhibit A - Lease Agreement
- Exhibit B - Exhibit Grant Application & Program Description;
- Exhibit C - Certificate Regarding Capital Investment and Jobs;
- Exhibit D - Disclosure of Confidential Information;
- Exhibit E - Form 1295; and,
- Exhibit F - Resolution.

N. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary, agreements between the Parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

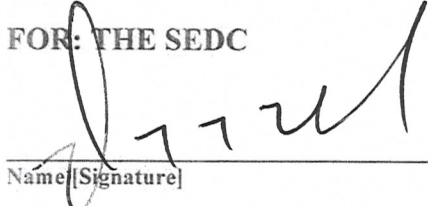
O. Confidentiality. This Agreement is subject to the Texas Public Information Act and will be considered "public information" after consideration by the SEDC at a posted meeting by either body. However, the SEDC will use all appropriate measures to keep the information contained in and related to this Agreement confidential until such time as the Texas Public Information Act requires the SEDC to disclose the applicable contents of this Agreement. To the maximum extent permitted by law, the SEDC and its respective elected officials, officers, directors, employees, agents, and contractors retained to perform economic development services for the SEDC (the "SEDC Related Parties"): (i) shall use all appropriate measures to maintain the confidentiality of all sales tax information filed by the Company and/or its respective tenants, subtenants and/or licensees, as applicable, with the State of Texas and all other information regarding the Sales Tax Revenue generated by the Property; (ii) shall treat as confidential any other proprietary or financial information of the Company and/or its respective tenants, subtenants, and/or licensees and shall not release any of the foregoing information to the public, unless required by law or court order. The SEDC shall notify the Company as a third-party under the Texas Public Information Act of requests, Attorney General Opinions, and court orders to release such information pursuant to the Texas Public Information Act. The SEDC shall be permitted to disclose the foregoing information to the SEDC Related Parties as the SEDC, in its discretion deems appropriate in furtherance of the purposes of this Agreement, so long as such disclosure is made subject to compliance by such SEDC Related Parties with the terms of this Section. This Section is not meant to prevent the SEDC from complying with the Texas Public Information Act, as it may be amended.

P. Time is of the essence in this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, enter into and execute this Agreement effective as of the dates set forth below.

FOR: THE SEDC


Name [Signature]

PAUL R. DUMPHREY
Name [Printed]

CHAIRMAN
Title

1/9/2025
Date

FOR: THE COMPANY

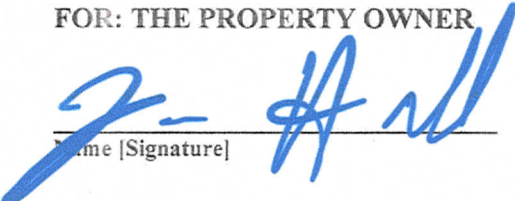

Name [Signature]

Patricia Lindgren
Name [Printed]

Managing Member
Title

12/19/2024
Date

FOR: THE PROPERTY OWNER


Name [Signature]

Jason Hall
Name [Printed]

Manager
Title

January 3, 2025
Date

EXHIBIT A – GRANT APPLICATION & PROGRAM DESCRIPTION

EXHIBIT B - CAPITAL INVESTMENT AND JOBS CERTIFICATION

Re: ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND AMONG THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION AND Miramar Beltline GP, LLC.

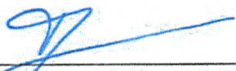
This Capital Investment and Jobs Certification is being delivered MJones Seabrook Operating, LLC (the "Company") in connection with that certain Economic Development Agreement made by and among the Seabrook Economic Development Corporation (the "SEDC"), and the Company effective as of _____, **2024** (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned hereby certifies to the SEDC that:

1. I am a duly authorized representative of the Company to execute this Capital Investment and Jobs Certification document.
2. The Company will make a capital investment of not less **Two Hundred Seventy-one Thousand and 00/100 dollars (\$271,000.00)** on the property located at _____, Seabrook, Texas 77586 including, without limitation, hard and soft construction costs relating to the Program as described in the Agreement.
3. The Company will create or cause to be created at least **15 Full Time and 10 Part Time Jobs** (as defined in the Agreement) related to the Program on the Property as described in the Agreement, and as evidenced by 3rd party certification(s) form attached to the Agreement.

FOR THE COMPANY:

BY:



NAME - SIGNATURE

Patrick Lindsay

NAME - PRINTED

Margy Hanks

TITLE

DATE Dec 19, 2024

EXHIBIT C – DISCLOSURE OF CONFIDENTIAL TAX INFORMATION
AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

This Agreement for Disclosure of Confidential Tax Information (this “Agreement”) is entered into by and among the Seabrook Economic Development Corporation (the “SEDC”), and MJones Seabrook Operating, LLC (the “Taxpayer”) for the purposes indicated herein.

The undersigned Taxpayer hereby authorizes the Texas Comptroller’s Office to release and disclose to the City any and all sales and use tax information pertaining to Taxpayer’s business located at 1818 New Rd 1 Se, Seabrook, Texas 77586 (the “Property”).

The undersigned Taxpayer understands and agrees that this release will be made by the Texas Comptroller’s Office to the SEDC on an ongoing monthly basis beginning on the date this Agreement is executed. Taxpayer waives any and all rights of confidentiality of tax information under Sections 111.006, 151.027 of the Texas Tax Code to the extent, and only to the extent, necessary to permit the Texas Comptroller’s Office to release and disclose Taxpayer’s sales and use tax information as provided in this Agreement.

The SEDC agrees that it will use the sales and use tax information disclosed by the Texas Comptroller pursuant to this Agreement solely and exclusively for the purposes under that certain Economic Development Agreement by and among the SEDC and the Taxpayer dated Dec 19 2024, and subject to the terms thereof.

This Agreement is entered into in the State of Texas, and Texas law will apply to its interpretation and enforcement.

SIGNED AND AGREED TO on this 24 day of Dec, 2024

M Jones Seabrook Operating LLC
Name of Taxpayer Listed on Texas Sales Tax Permit

MARGARITA JONES

Name Under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

Taxpayer Mailing Address

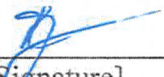
1818 New Rd 1 Seabrook Tx 77586

Physical Location of Business Permitted for Sales Tax

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO DISCLOSURE OF CONFIDENTIAL TAX INFORMATION
AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

THE TAXPAYER

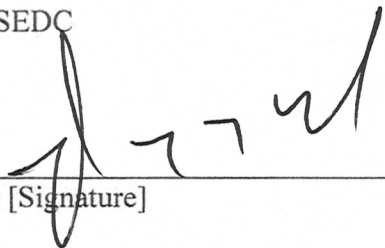

Name [Signature]

Patrick Cassidy
Name [Printed]

Managing Member
Title

12/19/2024
Date

THE SEDC


Name [Signature]

PAUL R. DUMPHREY
Name [Printed]

CHAIRMAN
Title

1/9/2025
Date

EXHIBIT D – FORM 1295 (IF NECESSARY)

EXHIBIT E – RESOLUTION



Agenda Briefing

Date of Meeting: January 23, 2025

Responsible Department: Public Affairs

Presenter:

Briefing Prepared By: Amanda Alvarado

Strategic Focus Area:

General Information:

Consider and take all action on the approval of applications for membership on the Hotel Occupancy Tax (HOT) Advisory Board.

Executive Summary / Background:

Members shall consist of the following, the appointment of whom shall be confirmed by the City Council:

- i. Two (2) Council Members
- ii. Two (2) Lodging Facility Representatives or owner of businesses in Seabrook
- iii. Two (2) Citizens
- iv. One (1) City Staff / Finance Director /or designee by City Manager
- Staff Liaison: One (1) Designated Staff /Tourism and Special Events Coordinator

The City Manager assigned staff liaison shall be responsible for the day-to-day administration of the grant program, organization of the advisory Board agendas, and processing of approved recommendations by City Council.)

Funding / Fiscal Information:

Supporting Materials Attached:

- 1. David Chen - Hotel Rep
- 2. Rushi Patel - Hotel Rep
- 3. Ely Andrews
- 4. Adam Holland
- 5. Kelly Hudson

6. Kylie Wilson
7. 2024-22

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.

Print

Application for Appointment to the Hotel Occupancy Tax Advisory Board - Submission #3754

Date Submitted: 12/4/2024

PURPOSE

The Hotel Occupancy Tax (HOT) Advisory Board convenes as needed to review and recommend HOT Fund expenditures to the City Council, focusing on tourism, conventions, and related activities, as authorized by Chapter 351 of the Texas Local Government Code.

REQUIREMENTS

Candidates must not be affiliated with, associated with, or foresee any potential affiliation or association with an entity that applies for or intends to apply for Hotel Occupancy Tax funds.

QUESTIONS

If you have questions or need more information about this application, please [email the Special Events and Tourism Coordinator](#) or call (281) 291-5778.

Applications will be open beginning on Wednesday, November 12, 2024, and ending at 5 p.m. on Wednesday, November 27, 2024.

FIRST NAME*

Chao Yung

LAST NAME*

Chen

PHONE NUMBER*

3109627358

EMAIL ADDRESS*

PLEASE ENTER THE ADDRESS OF YOUR RESIDENCE. ALL APPLICANTS MUST LIVE WITHIN SEABROOK CITY LIMITS.

STREET ADDRESS*

2614 De Four Trce, Seabrook, TX 77586

MAILING ADDRESS

2720 NASA Pkwy, Seabrook, TX 77586

If different from your street address

CITY*

Seabrook

STATE*

TX

ZIP*

77586

HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF SEABROOK?*

2

ARE YOU REGISTERED TO VOTE IN THE CITY OF SEABROOK?*



Yes



No

DO YOU HAVE A FELONY CONVICTION FOR WHICH YOU HAVE NOT BEEN PARDONED?*



Yes



No

ARE YOU AN ADVERSARY PARTY TO A PENDING LITIGATION AGAINST THE CITY OF SEABROOK?*



Yes



No

ARE YOU CURRENTLY IN ARREARS ON ANY CITY TAXES, UTILITY CHARGES, OR OTHER OBLIGATIONS OWED TO THE CITY OF SEABROOK?*



Yes



No

HAVE YOU PREVIOUSLY SERVED ON A CITY OF SEABROOK BOARD OR COMMISSION?*



Yes



No

IF YES, PLEASE INDICATE WHICH BOARD OR COMMISSION YOU HAVE SERVED.*

Please check all that apply.



Board of Adjustment/Building Standards Commission



Ethics Review Commission



Planning & Zoning Commission



Master Plan Review



Seabrook Economic Development Corporation



Charter Review Commission



Open Space & Trails Committee



I have not served on a City of Seabrook board or commission.



Civil Service Commission

HAVE YOU EVER SERVED A PARTIAL OR FULL TERM ON THE CITY OF SEABROOK CITY COUNCIL?*



Yes



No

HAVE YOU PREVIOUSLY SERVED ON A BOARD OR COMMISSION OR ANOTHER CITY OR ORGANIZATION?*



Yes



No

IF YES, PLEASE INDICATE WHICH CITIES/ORGANIZATIONS YOU HAVE SERVED

DOES ANY POTENTIAL CONFLICT OF INTEREST EXIST WHICH MAY INTERFERE OR INHIBIT YOU TO CARRY OUT THE DUTIES OF SERVING ON THIS BOARD OR COMMISSION?*



Yes



No



Uncertain

IF YES OR UNCERTAIN, PLEASE EXPLAIN THE POTENTIAL CONFLICT OF INTEREST

WHAT SPECIAL SKILL OR KNOWLEDGE WOULD YOU BRING TO THIS BOARD OR COMMISSION?*

I run the Quality Inn hotel in Seabrook. I know current situation hoteliers are facing in Seabrook. We are hands on involve in day to day business and we are a mom and pa and we care.

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL WOULD BE USEFUL TO THE CITY OF SEABROOK CITY COUNCIL IN CONSIDERING YOUR APPLICATION

We been running Quality Inn hotel in Seabrook since 2019. Our family has been in motel and hotel business for nearly 30 years. Business hasn't been easy for us in Seabrook and all the hotel in Seabrook has gone bankrupt or for sale last few years. We need to do something else there will be no more HOT TAX since you'll loose all the businesses in this city.

**IF YOU HAVE A RESUME OR COVER LETTER TO
SUBMIT WITH YOUR APPLICATION, YOU MAY
UPLOAD IT HERE**

Choose File

No file chosen

TODAY'S DATE*

12/4/2024

**BY SUBMITTING THIS APPLICATION, I HEREBY AFFIRM THAT I AM
AWARE OF THE REQUIREMENTS FOR THE POSITION AND CERTIFY
THAT I MEET THOSE REQUIREMENTS***



I understand and agree

Thursday, December 5, 2024 at 08:35:58 Central Standard Time

Subject: RE: City of Seabrook HOT Advisory Board
Date: Saturday, November 23, 2024 at 10:14:09 AM Central Standard Time
From: [REDACTED]
To: Amanda Alvarado
CC: Lexie Graham, Gayle Cook
Attachments: image001.png, Rushi Patel Resume 2024.pdf

Dear Amanda,
I would love to serve if possible:

Rushi Patel
SpringHill Suites by Marriott
[REDACTED]
832-515-5572

I have served on other Advisory Board in the past and have an vested interest in seeing City of Seabrook succeed in using the hotel tax funds which could help hoteliers improve their overall revenues. (please see CV attached).

Please let me know if you need additional information.

Regards,
Rushi

Rushi Patel
VP of Operation
Omkar Enterprises MGMT, LLC
832-515-5572 mobile

Please consider the environment before printing this email.

CONFIDENTIALITY NOTICE - This transmission and any attachments may be confidential or legally privileged. If you are not the intended recipient, or if you received this message in error, you may not retain, disclose, distribute, print, copy or otherwise share this information. Please notify the sender (only) of any errors by reply email and delete the message. Unauthorized interception of this email is a violation of federal criminal law.

From: Amanda Alvarado <aalvarado@seabrooktx.gov>
Sent: Friday, November 22, 2024 12:38 PM

[REDACTED]

Subject: City of Seabrook HOT Advisory Board

Good afternoon, Hoteliers. Happy Friday! The City of Seabrook is reestablishing a Hotel Occupancy Tax Advisory Board and seeking 2 hoteliers to hold seats and meet as needed to review and recommend HOT fund expenditures to the City Council. This is your chance to help guide decisions on using Hotel Occupancy Tax (HOT) funds to promote tourism and events that enhance Seabrook's unique character.

→ [Click here to learn more about the Hotel Occupancy Tax Advisory Board](#) ←

If this is something that you are interested in, **please respond no later than Wednesday, November 27, 2024** with the following information:

1. Your name (first and last)
2. Your hotel
3. Your email address
4. Your phone number
5. A brief summary of why you'd like to be considered for a seat on the board

If you have any questions, please let me know.



 www.seabrooktx.gov
 aalvarado@seabrooktx.gov

 1700 1st Street, Seabrook, Texas 77586
 (281) 291-5777

Rushi Patel, CPA

12213 Rosemont Lane • Pearland, TX 77584 • Ph. 832-515-5572 • email: [REDACTED]

Objective

With experience in financing, audit, taxes, real estate development, serving on for profit & community boards along with personal financial discipline with outstanding personality and professional demeanor. I continuously seek to serve in positions, which will be challenging & that utilizes and enhance my experience, communication and analytical skills within an outstanding organization, which will allow me to contribute my experience and help it improve habits.

Education

BS in Business Administration - Accounting
Master of Taxation

UNIVERSITY OF SOUTH CAROLINA (1998)
UNIVERSITY OF SOUTH CAROLINA (1999)

Past/Current Experiences

- Partner – **Omkar Enterprises Mgmt, LLC** (July 2001 to Present) Experienced & Focused with demonstrated history of working in the Real Estate Development. Skilled in Business Planning, Financing, Negotiating, Acquisition, Raising Equity, Development, Operations Management, Analytical Skills, Hospitality Industry, and Team Building.
- Project Developed
 - **Hampton Inn by Hilton – Pearland, TX (61 rooms):** Opened in 2003, 2nd hotel in Pearland, TX. Engaged with Pearland EDC to receive financial incentive towards development of project.
 - **SpringHill Suites by Marriott – Katy, TX (69 rooms):** Opened in 2005, 1st hotel in Katy, TX and 1st new SpringHill Suites developed in Houston, TX. Engaged with City of Katy and Mills Corporation to develop hotel at Katy Mills.
 - **SpringHill Suites by Marriott – Pearland, TX (91 rooms):** Opened in 2007.
 - **SpringHill Suites by Marriott – Seabrook, TX (88 rooms):** Opened in 2010. Engaged with Seabrook EDC to receive financial incentive towards development of project.
 - **Courtyard by Marriott Hotel & Conference Center – Lake Jackson, TX (116 rooms):** Opened in 2017. Engaged with Dow Chemical Company & City of Lake Jackson to receive financial incentive for the development of hotel and conference center.
- Under Development
 - **Home2 Suites by Hilton – Lake Jackson, TX (98 rooms):** Development Opening Q1 2025. Part of a master plan development of Lake Jackson Town Center.
 - **SpringHill Suites by Marriott – Lake Jackson, TX (95 rooms):** Ground Breaking Schedule for Q1 2028. Part of a master plan development of Lake Jackson Town Center.
- Audit & Tax Associate – **PricewaterhouseCoopers, LLP** (August 1999 to July 2001) Analyze clients financial records for potential value-added opportunities & creative tax savings strategies for long- & short-term impact on Federal & State Tax Returns. Additional responsibilities: Research and analysis of complex tax issues, including tax planning strategies and solutions. Tax compliance for various non-corporate entities, including individuals and flow through entities. Assisted in auditing financial records to ensure compliance with GAAP and IRS filings.

Boards or Elected Position (recent)

- **Pearland City Council Position 7** (May 2023 to Current)
- **Pearland Municipal Management District No. 2 Board Member** (May 2013 – May 2023)
- **HCA Houston/Pearland Healthcare Board Member** (January 2014 – December 2022)
- **Pearland Economic Development Corporation Board Member** (September 2009 - 2019), Past Chairman (2014 to 2017)
- **Pearland Convention & Visitors Bureau Board Member** (January 2007 – December 2017), Past Chairman (2007 to 2012)
- **Adult Reading Center Board Member** (June 2006 – June 2010), Past Chairman (2008 – 2010)
- **City of Pearland (Charter Review Commission)** (June 2009 – January 2010)
- **Moody National Bank (Advisory Board Member)** (March 2006 to March 2009)
- **Pearland Chamber of Commerce Board Member** (January 2003 – December 2006), Secretary/Treasurer

Print

Application for Appointment to the Hotel Occupancy Tax Advisory Board - Submission #3690

Date Submitted: 11/14/2024

PURPOSE

The Hotel Occupancy Tax (HOT) Advisory Board convenes as needed to review and recommend HOT Fund expenditures to the City Council, focusing on tourism, conventions, and related activities, as authorized by Chapter 351 of the Texas Local Government Code.

REQUIREMENTS

Candidates must not be affiliated with, associated with, or foresee any potential affiliation or association with an entity that applies for or intends to apply for Hotel Occupancy Tax funds.

QUESTIONS

If you have questions or need more information about this application, please [email the Special Events and Tourism Coordinator](#) or call (281) 291-5778.

Applications will be open beginning on Wednesday, November 12, 2024, and ending at 5 p.m. on Wednesday, November 27, 2024.

FIRST NAME*

Ely

LAST NAME*

Andrews

PHONE NUMBER*

2819054886

EMAIL ADDRESS*

PLEASE ENTER THE ADDRESS OF YOUR RESIDENCE. ALL APPLICANTS MUST LIVE WITHIN SEABROOK CITY LIMITS.

STREET ADDRESS*

1218 Sandpiper Drive

MAILING ADDRESS

If different from your street address

CITY*

Seabrook

STATE*

TX

ZIP*

77586

HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF SEABROOK?*

Seabrook

ARE YOU REGISTERED TO VOTE IN THE CITY OF SEABROOK?*

☒ Yes
☐ No

DO YOU HAVE A FELONY CONVICTION FOR WHICH YOU HAVE NOT BEEN PARDONED?*

☐ Yes
☒ No

ARE YOU AN ADVERSARY PARTY TO A PENDING LITIGATION AGAINST THE CITY OF SEABROOK?*

☐ Yes
☒ No

ARE YOU CURRENTLY IN ARREARS ON ANY CITY TAXES, UTILITY CHARGES, OR OTHER OBLIGATIONS OWED TO THE CITY OF SEABROOK?*

☐ Yes
☒ No

HAVE YOU PREVIOUSLY SERVED ON A CITY OF SEABROOK BOARD OR COMMISSION?*

☐ Yes
☒ No

IF YES, PLEASE INDICATE WHICH BOARD OR COMMISSION YOU HAVE SERVED.*

Please check all that apply.

- | | | |
|--|--|--|
| ☐ Board of Adjustment/Building Standards Commission | ☐ Ethics Review Commission | ☐ Planning & Zoning Commission |
| ☐ Charter Review Commission | ☐ Master Plan Review | ☐ Seabrook Economic Development Corporation |
| ☐ Civil Service Commission | ☐ Open Space & Trails Committee | ☒ I have not served on a City of Seabrook board or commission. |

HAVE YOU EVER SERVED A PARTIAL OR FULL TERM ON THE CITY OF SEABROOK CITY COUNCIL?*



Yes



No

HAVE YOU PREVIOUSLY SERVED ON A BOARD OR COMMISSION OR ANOTHER CITY OR ORGANIZATION?*



Yes



No

IF YES, PLEASE INDICATE WHICH CITIES/ORGANIZATIONS YOU HAVE SERVED

DOES ANY POTENTIAL CONFLICT OF INTEREST EXIST WHICH MAY INTERFERE OR INHIBIT YOU TO CARRY OUT THE DUTIES OF SERVING ON THIS BOARD OR COMMISSION?*



Yes



No



Uncertain

IF YES OR UNCERTAIN, PLEASE EXPLAIN THE POTENTIAL CONFLICT OF INTEREST

WHAT SPECIAL SKILL OR KNOWLEDGE WOULD YOU BRING TO THIS BOARD OR COMMISSION?*

I am a Director of Revenue Management that oversees a large portfolio of hotels across the U.S.

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL WOULD BE USEFUL TO THE CITY OF SEABROOK CITY COUNCIL IN CONSIDERING YOUR APPLICATION

I have 20 years of knowledge in the hospitality industry and am familiar with the events that produce in the Seabrook market. I have not had the need to create a resume in over a decade, but can provide one if needed.

**IF YOU HAVE A RESUME OR COVER LETTER TO
SUBMIT WITH YOUR APPLICATION, YOU MAY
UPLOAD IT HERE**

Choose File

No file chosen

TODAY'S DATE*

11/14/2024

**BY SUBMITTING THIS APPLICATION, I HEREBY AFFIRM THAT I AM
AWARE OF THE REQUIREMENTS FOR THE POSITION AND CERTIFY
THAT I MEET THOSE REQUIREMENTS***



I understand and agree

Print

Application for Appointment to the Hotel Occupancy Tax Advisory Board - Submission #3717

Date Submitted: 11/21/2024

PURPOSE

The Hotel Occupancy Tax (HOT) Advisory Board convenes as needed to review and recommend HOT Fund expenditures to the City Council, focusing on tourism, conventions, and related activities, as authorized by Chapter 351 of the Texas Local Government Code.

REQUIREMENTS

Candidates must not be affiliated with, associated with, or foresee any potential affiliation or association with an entity that applies for or intends to apply for Hotel Occupancy Tax funds.

QUESTIONS

If you have questions or need more information about this application, please [email the Special Events and Tourism Coordinator](#) or call (281) 291-5778.

Applications will be open beginning on Wednesday, November 12, 2024, and ending at 5 p.m. on Wednesday, November 27, 2024.

FIRST NAME*

Adam

LAST NAME*

Holland

PHONE NUMBER*

9034242584

EMAIL ADDRESS*

PLEASE ENTER THE ADDRESS OF YOUR RESIDENCE. ALL APPLICANTS MUST LIVE WITHIN SEABROOK CITY LIMITS.

STREET ADDRESS*

2233 Scenic Shore Dr.

MAILING ADDRESS

If different from your street address

CITY*

Seabrook

STATE*

TX

ZIP*

77586

HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF SEABROOK?*

3 years

ARE YOU REGISTERED TO VOTE IN THE CITY OF SEABROOK?*



Yes



No

DO YOU HAVE A FELONY CONVICTION FOR WHICH YOU HAVE NOT BEEN PARDONED?*



Yes



No

ARE YOU AN ADVERSARY PARTY TO A PENDING LITIGATION AGAINST THE CITY OF SEABROOK?*



Yes



No

ARE YOU CURRENTLY IN ARREARS ON ANY CITY TAXES, UTILITY CHARGES, OR OTHER OBLIGATIONS OWED TO THE CITY OF SEABROOK?*



Yes



No

HAVE YOU PREVIOUSLY SERVED ON A CITY OF SEABROOK BOARD OR COMMISSION?*



Yes



No

IF YES, PLEASE INDICATE WHICH BOARD OR COMMISSION YOU HAVE SERVED.*

Please check all that apply.



Board of Adjustment/Building Standards Commission



Ethics Review Commission



Planning & Zoning Commission



Master Plan Review



Seabrook Economic Development Corporation



Charter Review Commission



Open Space & Trails Committee



I have not served on a City of Seabrook board or commission.



Civil Service Commission

HAVE YOU EVER SERVED A PARTIAL OR FULL TERM ON THE CITY OF SEABROOK CITY COUNCIL?*



Yes



No

HAVE YOU PREVIOUSLY SERVED ON A BOARD OR COMMISSION OR ANOTHER CITY OR ORGANIZATION?*



Yes



No

IF YES, PLEASE INDICATE WHICH CITIES/ORGANIZATIONS YOU HAVE SERVED

DOES ANY POTENTIAL CONFLICT OF INTEREST EXIST WHICH MAY INTERFERE OR INHIBIT YOU TO CARRY OUT THE DUTIES OF SERVING ON THIS BOARD OR COMMISSION?*



Yes



No



Uncertain

IF YES OR UNCERTAIN, PLEASE EXPLAIN THE POTENTIAL CONFLICT OF INTEREST

WHAT SPECIAL SKILL OR KNOWLEDGE WOULD YOU BRING TO THIS BOARD OR COMMISSION?*

I was a career journalist who covered city councils, P&Z, etc. in NE Texas and NJ as a broadcaster and print journalist. I'm quite familiar with the processes. For the past 10 years, I have served as a PR practitioner in La Porte ISD. I am very familiar with ordinances and policies, because it has always been my job to do so.

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL WOULD BE USEFUL TO THE CITY OF SEABROOK CITY COUNCIL IN CONSIDERING YOUR APPLICATION

I want what is best for the place I chose to invest in, and I am open to conversation and suggestions. I've paid enough HOT's over the years to build a neighborhood! Again, I want what is best for my city.

**IF YOU HAVE A RESUME OR COVER LETTER TO
SUBMIT WITH YOUR APPLICATION, YOU MAY
UPLOAD IT HERE**

AdamJHolland_2023.pdf

TODAY'S DATE*

11/21/2024

**BY SUBMITTING THIS APPLICATION, I HEREBY AFFIRM THAT I AM
AWARE OF THE REQUIREMENTS FOR THE POSITION AND CERTIFY
THAT I MEET THOSE REQUIREMENTS***



I understand and agree

Print

Application for Appointment to the Hotel Occupancy Tax Advisory Board - Submission #3756

Date Submitted: 12/4/2024

PURPOSE

The Hotel Occupancy Tax (HOT) Advisory Board convenes as needed to review and recommend HOT Fund expenditures to the City Council, focusing on tourism, conventions, and related activities, as authorized by Chapter 351 of the Texas Local Government Code.

REQUIREMENTS

Candidates must not be affiliated with, associated with, or foresee any potential affiliation or association with an entity that applies for or intends to apply for Hotel Occupancy Tax funds.

QUESTIONS

If you have questions or need more information about this application, please [email the Special Events and Tourism Coordinator](#) or call (281) 291-5778.

Applications will be open beginning on Wednesday, November 12, 2024, and ending at 5 p.m. on Wednesday, November 27, 2024.

FIRST NAME*

Kelly

LAST NAME*

Hudson

PHONE NUMBER*

832 891 1005

EMAIL ADDRESS*

PLEASE ENTER THE ADDRESS OF YOUR RESIDENCE. ALL APPLICANTS MUST LIVE WITHIN SEABROOK CITY LIMITS.

STREET ADDRESS*

2510 Hollybrook Drive, Seabrook, TX 77586

MAILING ADDRESS

2510 Hollybrook Drive

If different from your street address

CITY*

Seabrook

STATE*

TX

ZIP*

77586

HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF SEABROOK?*

6 plus years

ARE YOU REGISTERED TO VOTE IN THE CITY OF SEABROOK?*

☒ Yes
☐ No

DO YOU HAVE A FELONY CONVICTION FOR WHICH YOU HAVE NOT BEEN PARDONED?*

☐ Yes
☒ No

ARE YOU AN ADVERSARY PARTY TO A PENDING LITIGATION AGAINST THE CITY OF SEABROOK?*

☐ Yes
☒ No

ARE YOU CURRENTLY IN ARREARS ON ANY CITY TAXES, UTILITY CHARGES, OR OTHER OBLIGATIONS OWED TO THE CITY OF SEABROOK?*

☐ Yes
☒ No

HAVE YOU PREVIOUSLY SERVED ON A CITY OF SEABROOK BOARD OR COMMISSION?*

☐ Yes
☒ No

IF YES, PLEASE INDICATE WHICH BOARD OR COMMISSION YOU HAVE SERVED.*

Please check all that apply.

☐ Board of Adjustment/Building Standards Commission

☐ Charter Review Commission

☐ Civil Service Commission

☐ Ethics Review Commission

☐ Master Plan Review

☐ Open Space & Trails Committee

☐ Planning & Zoning Commission

☐ Seabrook Economic Development Corporation

☒ I have not served on a City of Seabrook board or commission.

HAVE YOU EVER SERVED A PARTIAL OR FULL TERM ON THE CITY OF SEABROOK CITY COUNCIL?*



Yes



No

HAVE YOU PREVIOUSLY SERVED ON A BOARD OR COMMISSION OR ANOTHER CITY OR ORGANIZATION?*



Yes



No

IF YES, PLEASE INDICATE WHICH CITIES/ORGANIZATIONS YOU HAVE SERVED

DOES ANY POTENTIAL CONFLICT OF INTEREST EXIST WHICH MAY INTERFERE OR INHIBIT YOU TO CARRY OUT THE DUTIES OF SERVING ON THIS BOARD OR COMMISSION?*



Yes



No



Uncertain

IF YES OR UNCERTAIN, PLEASE EXPLAIN THE POTENTIAL CONFLICT OF INTEREST

WHAT SPECIAL SKILL OR KNOWLEDGE WOULD YOU BRING TO THIS BOARD OR COMMISSION?*

I have many years of experience planning events and fundraisers. I have worked in hotels and customer service my entire career.

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL WOULD BE USEFUL TO THE CITY OF SEABROOK CITY COUNCIL IN CONSIDERING YOUR APPLICATION

I truly love seabrook and want to see our city thrive. Currently I stay at home providing ample time to focus on the needs of this HOT TAX committee.

**IF YOU HAVE A RESUME OR COVER LETTER TO
SUBMIT WITH YOUR APPLICATION, YOU MAY
UPLOAD IT HERE**

Choose File

No file chosen

TODAY'S DATE*

12/4/2024

**BY SUBMITTING THIS APPLICATION, I HEREBY AFFIRM THAT I AM
AWARE OF THE REQUIREMENTS FOR THE POSITION AND CERTIFY
THAT I MEET THOSE REQUIREMENTS***



I understand and agree

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Hotel Occupancy Tax Advisory Board
Date: Monday, December 9, 2024 1:41:18 PM

Application for Appointment to the Hotel Occupancy Tax Advisory Board

PURPOSE

The Hotel Occupancy Tax (HOT) Advisory Board convenes as needed to review and recommend HOT Fund expenditures to the City Council, focusing on tourism, conventions, and related activities, as authorized by Chapter 351 of the Texas Local Government Code.

REQUIREMENTS

Candidates must not be affiliated with, associated with, or foresee any potential affiliation or association with an entity that applies for or intends to apply for Hotel Occupancy Tax funds.

QUESTIONS

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

FIRST NAME	Kylie
LAST NAME	Wilson
PHONE NUMBER	281-772-4171
EMAIL ADDRESS	

PLEASE ENTER THE ADDRESS OF YOUR RESIDENCE. ALL APPLICANTS MUST LIVE WITHIN SEABROOK CITY LIMITS.

STREET ADDRESS	2602 Loganberry Circle
MAILING ADDRESS	<i>Field not completed.</i>
CITY	Seabrook
STATE	TX
ZIP	77586

HOW LONG HAVE YOU
BEEN A RESIDENT OF
THE CITY OF
SEABROOK?

9 years (Since March 2015)

ARE YOU REGISTERED
TO VOTE IN THE CITY
OF SEABROOK?

Yes

DO YOU HAVE A
FELONY CONVICTION
FOR WHICH YOU HAVE
NOT BEEN PARDONED?

No

ARE YOU AN
ADVERSARY PARTY TO
A PENDING LITIGATION
AGAINST THE CITY OF
SEABROOK?

No

ARE YOU CURRENTLY
IN ARREARS ON ANY
CITY TAXES, UTILITY
CHARGES, OR OTHER
OBLIGATIONS OWED
TO THE CITY OF
SEABROOK?

No

HAVE YOU
PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

Yes

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

Civil Service Commission

HAVE YOU EVER
SERVED A PARTIAL OR
FULL TERM ON THE
CITY OF SEABROOK
CITY COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR

No

COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

DOES ANY POTENTIAL
CONFLICT OF
INTEREST EXIST WHICH
MAY INTERFERE OR
INHIBIT YOU TO CARRY
OUT THE DUTIES OF
SERVING ON THIS
BOARD OR
COMMISSION?

Uncertain

IF YES OR UNCERTAIN,
PLEASE EXPLAIN THE
POTENTIAL CONFLICT
OF INTEREST

I have assisted with the Yachty Gras committee for the past two years, but I am not on the Board. I just help with the events and would be willing to recuse myself, if necessary, when voting for this specific event's request should they decide to submit for HOT funds. Also...I am currently the co-chair of the Civil Service Commission and would like to also stay on it and serve on both Civil Service and HOT Tax.

WHAT SPECIAL SKILL
OR KNOWLEDGE
WOULD YOU BRING TO
THIS BOARD OR
COMMISSION?

I have 30 years of local government experience directly as a employee with cities in Texas. For 20 of those years I worked for cities in parks and recreation - City of Georgetown, City of Missouri City, and City of Baytown. I retired in 2015 and was hired to do consulting and leadership conferences for a private company. For the past 6 years, I have been doing executive recruitment with local government entities for numerous Director level and Council appointed positions. I have done extensive community and employee engagement and work collaboratively with leadership and elected officials for numerous cities predominately in Texas, Oklahoma, Colorado, Arizona and California.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

For 14 of those years as an employee with the City of Baytown, I was responsible for managing the budget for all recreation programs, facility/parks//athletics/aquatics operations and special events...to include the Hotel Occupancy Tax Fund. At the time I retired in 2015, the HOT fund was close to \$3 Million+, and now it's well over \$6 Million. I was responsible for overseeing the annual budget that included all the events/projects approved by Council for HOT funding and monitored all expenses. I was also the point person for all advertising and management of city events that came out of HOT funds. I am very familiar with HOT Tax and

the guidelines for compliance.

IF YOU HAVE A
RESUME OR COVER
LETTER TO SUBMIT
WITH YOUR
APPLICATION, YOU MAY
UPLOAD IT HERE

[Kylie M. Wilson Resume - December 2024.pdf](#)

TODAY'S DATE

12/9/2024

BY SUBMITTING THIS
APPLICATION, 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.](#)

KYLIE WILSON

2602 Loganberry Circle
Seabrook, Texas 77586
(281) 772-4171
kyliewilson71@gmail.com

Highly competent, innovative, optimistic, engaging, strategic, organized, and results-oriented government leader with over 30 years of experience in public service, government relations, client collaboration, executive recruitment, strategic planning, event management, outreach and sourcing, auditing, community engagement, executive coaching, project management, organizational culture development, budget management and marketing/promotion.

CORE COMPETENCIES

Employee Recruitment
Coaching & Employee Development
Candidate Sourcing & Outreach
Contract & Salary Negotiations
Program & Event Management
Strategic Planning
Marketing & Promotion
Content Research
Community & Client Engagement
Government Relations
Project Implementation & Management

EDUCATION

Masters in Business Administration (MBA)
Bellevue University
December 2012

**Bachelors of Science
Sports Management**
Texas A&M University
December 1993

Certified Executive Coach
Bellevue University
Since December 2012

Certified Leader & Manager
University of Houston
Since May 2007

PROFESSIONAL AFFILIATIONS

Texas Municipal League
Texas City Manager's Association
Public Sector HR Association
International City/County Management Association

CAREER ACHIEVEMENTS

PRINCIPAL CONSULTANT / SR. EXECUTIVE RECRUITER CPS HR Consulting, CA (Remote)

Seabrook, TX (Home Office) / Sacramento, CA (HQ)
2018 – Current

Conduct recruitments with public sector agencies nationwide for executive-level positions such as City Managers/Assistant City Managers, Chief Information Officers, Chief Financial Officers, City Auditors, City Clerks, Fire Chiefs, and Directors for various departments. On average I have conducted 25+ recruitment projects each year (full, partial, outreach) primarily in Texas, Colorado, Arizona Oklahoma, and California.

Manage all phases of a recruitment process to include developing the candidate profile, recruitment strategy, development of timeline and workplan, engaging with key stakeholders, development of brochure and advertising, aggressive candidate sourcing and outreach (passive and active candidates), resume review and candidate assessment, screening interviews, virtual and in-person interview facilitation, development of interview questions and candidate materials, contract/salary negotiations and reference checks.

Perform extensive research to identify potential candidates in various professional associations, committee involvement, industry conferences, as well as sourcing on various social media platforms to include LinkedIn, Instagram and Twitter and networking with public sector professionals for referrals.

Perform business development outreach for the state of Texas, to expand executive recruitment opportunities, leverage existing clients for repeat business, referrals with neighboring agencies. Cultivated 24 new clients for CPS HR in Texas since coming on board in 2018 and conducted approximately 60 recruitments in the state.

Oversee 3 project consultants based on Colorado, Illinois and California and assist them with project oversight needs, strategic planning for recruitment outreach, navigating any issues throughout the recruitment process and ensure they are engaged and well-informed on executive search activities and ongoing goals.

ASSISTANT TO THE CITY MANAGER

City of League City, TX

League City, Texas ▪ 2017 – 2018 (1 year and 2 months)

Provided analytical, administrative, and management support as a liaison between the City Manager and the department executive leadership team, community leaders, associations, and citizens. Conducted complex review, analysis, and research of projects including those involving City-wide issues, programs, policies and procedures. Audited department operations, applies appropriate research, gathers data, analyzes data and proposes changes for performance improvement. Serves as liaison for employee recognition, benefits, and service award steering committees, and works with the Human Resources Director and Communications Director on employee and citizen engagement programs. Provided management and oversight to key programs, projects and processes by evaluating City operations and making recommendations to improve operational effectiveness, and determining resource needs and areas for improvement. Oversaw and monitored the city administration office budget. Oversaw the strategic planning process to include developing workshops with staff and city dignitaries, implementing the annual action plan, to include short term and long term goals and objectives, managed ongoing oversight of action items, and worked alongside the communications team to promote to citizens via social media, Townhall meetings, and surveys. Utilized strong verbal and written communication with the Mayor, City Council, community leaders, civic organization members, business vendors, consultants, City employees and citizens. Developed and managed the bi-weekly City Council meeting agendas and work sessions, to include research and preparation of agenda items, and development of PowerPoint presentations and supplementals.

COLLABORATION MANAGER

Strategic Government Resources (SGR), TX

Seabrook, Texas (Home Office) / Keller, TX (HQ) ▪ 2015 – 2017 (2 years)

Managed all client relationships with local government organizations, primarily with City Managers and Human Resources Directors, for entities in Texas, Colorado, New Mexico, Washington, Oregon and California. Developed and implemented sourcing and outreach strategies for new member cities and researched potential prospects through partner relationships with professional organizations to include TML, ICMA, ELGL, and National League of Cities. Managed a job recruitment site for all client members, to include creating position profiles, formatting and uploading job descriptions, database maintenance, and promotion of job board membership options. Marketed and promoted all SGR services lines to include training and development, executive recruitment, leadership workshops, as well as online learning management system (LMS) training opportunities. Involved extensively in business development and promotional strategies to leverage all SGR service lines to increase member engagement and involvement. Developed relationships with affiliate firms and vendors for annual sponsorships and conference/trade show opportunities, along with collaborating on training projects. Coordinated and successfully executed leadership conferences and workshops for public sector agencies focused on recruitment, employee engagement, retention strategies.

ASSISTANT DIRECTOR

City of Baytown, TX

Baytown, Texas ▪ 2001 - 2015 (14 years) - **RETIRED**

Provided leadership/mentorship to 47 full-time staff, 22 part-time staff, and over 200 seasonal personnel. Responsible for the operation, master planning, engagement, marketing, promotion and media relations for all parks, aquatics, recreation, community, and athletic facilities. Coordinated all facets for the special events for the Baytown community. Handled employee recruitment, interviewing, onboarding, evaluation, performance improvement, compensation evaluation and tracking, executive coaching, and disciplinary measures. Managed expenses/revenue for a \$6.9M budget and a \$1.5M Hotel Motel Fund. Developed professional state-wide training conferences and workshops, maintenance rodeos, "High Five" recognition programs, and annual fundraising efforts.

SUPERVISOR

City of Missouri City, TX

Missouri City, Texas ▪ 1997 - 2001 (4 years)

Responsible for the management, supervision and daily operation of facilities to include a recreation center, a civic auditorium, and 2 athletic complexes. Supervised 3 full-time staff, 6 part-time staff, and 18+ contract/seasonal workers to include scheduling, training and evaluating performance. Handled all the marketing/promotion and media relations for the community. Developed all special events to include obtaining sponsorships, entertainment, vendors, purchasing supplies, developing/distributing promotional information, managing event budgets and reports, site logistics, and coordinating staff. Managed all financial aspects for the department, to include generating budget reports, RFPS, facilitating purchase requisitions, procurement of bids, and contract management.

FACILITY MANAGER

City of Georgetown, TX

Georgetown, Texas ▪ 1995 - 1997 (2 years)

Responsible for all programming, staffing, budgeting and maintenance of an 18,000 square foot member-based facility. Successfully trained, supervised and evaluated a team-oriented staff consisting of 3 full-time employees, 4 part-time employees, and 25+ contract instructors. Developed a quarterly employee performance program, a staff development program, all membership promotional materials, along with the a quarterly brochure.

A Complete List of References, Accomplishments & Accolades Are Available, If Needed.

RESOLUTION 2024-22

RE-ESTABLISHMENT OF THE HOTEL TAX ADVISORY BOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, FORMALLY RE-ESTABLISHING THE HOTEL TAX ADVISORY BOARD AND IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City of Seabrook previously established a Hotel Tax Committee by Resolution No. 2000-28 and amended the bylaws by Resolution No. 2005-18; and

WHEREAS, the City dissolved the previous Hotel Tax Committee through Resolution No. 2009-04, and its duties were absorbed by other committees, City Council and city staff; and

WHEREAS, the City Council finds that re-establishing a dedicated Hotel Tax Advisory Board is favorable to provide focused recommendations on the use of hotel occupancy tax revenues with regard to applications or requests for funds to promote tourism and local economic development, as outlined in Chapter 351 of the Texas Local Government Code; and

WHEREAS, the City Council of Seabrook has the authority under the Texas Local Government Code to establish advisory board.

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

Section 1. Re-establishment of the Hotel Tax Advisory Board The Hotel Tax Advisory Board is hereby re-established as a formal advisory board to the City of Seabrook. The primary function of the Board shall be to advise and make recommendations to the City Council concerning the applications for expenditure of hotel occupancy tax funds for the promotion of tourism, conventions, and related activities, as authorized by Chapter 351 of the Texas Local Government Code.

Section 2. Board Composition The Hotel Tax Advisory Board shall be composed of seven (7) voting members, appointed by the City Council. When a member named to the Board represents an entity, the entity may name another of its members to serve on the Board in lieu of the person named by the City. All members shall be appointed by simple majority of City Council. All members appointed to the Board shall not be in arrears in the payment of any taxes or other liabilities due the City. Each member will serve at the will of the City Council without a term and may be removed or replaced at any time.

If the Mayor or Council Member appointed to the Board ceases to be a member of the City Council, they shall continue to serve on the Board until their successor is appointed to serve by the city Council. If any other member of the Board is unable to serve or ceases to be qualified to

serve, or if the member is no longer a member of the entity appointed as a member, then the entity named as a member to the Board shall appoint a successor member to serve on the Board. If the entity does not appoint a successor member to serve within sixty (60) days from the date of vacancy, the City Council may fill the vacancy with the appointment of another entity or person of their choice. If a citizen member is unable to serve or ceases to be eligible to serve, the City Council may appoint a successor.

Members shall consist of the following, the appointment of whom shall be confirmed by the City Council:

- i. Two (2) Council Members
- ii. Two (2) Lodging Facility Representatives or owner of businesses in Seabrook
- iii. Two (2) Citizens
- iv. One (1) City Staff / Finance Director /or designee by City Manager

Staff Liaison: One (1) Designated Staff /Tourism and Special Events Coordinator

(The City Manager assigned staff liaison shall be responsible for the day-to-day administration of the grant program, organization of the advisory Board agendas, and processing of approved recommendations by City Council.)

Section 3. Members Not to Hold Other Public Offices No member of the Board shall hold any other public office or be compensated by the government of the City except the Mayor, City Council or staff.

Section 4. (Added by City Council 11-07-2024) Members Not to Have Conflicts of Interest No member of the Board shall be currently affiliated with, associated with, or foresee any potential affiliation or association with an entity that applies for or intends to apply for Hotel Occupancy Tax funds. If a conflict of interest arises during a member's term, that member shall immediately become ineligible to serve and must resign from the board.

Section 4. Meetings, Quorum and Authority The Hotel Tax Advisory Board shall meet on as needed basis for proper advisory on allocation of funds. Four (4) board members shall constitute a quorum.

The board has no authority to make decisions binding on the city. The board's functions are purely advisory and not subject to the Open Meetings Act.

Section 5. Duties and Responsibilities

- i. To receive, review and evaluate application from entities requesting HOT Funds; and
- ii. To receive, review and evaluate post-event presentation and report from entities that have received HOT Funds; and
- iii. To recommend and prioritize requests for such funds and projects and advise the City Council regarding the Board's recommendations as authorized by the Texas Tax Code, Chapter 351); and
- iv. No expenditures of hotel tax revenues shall be made without prior approval by the City Council; and
- v. Any other function or duty directed by the City Council regarding the Board.

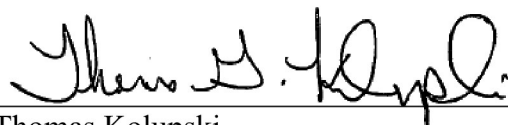
Section 6. Election of Officers The appointment of a Chair, Vice-Chair and Secretary shall be done at the first meeting following the appointments of the new Board. Each officer shall serve a one-year term, with eligibility for re-election.

Section 7. Rules and Procedures The Board may adopt rules and procedures to govern their proceedings, and to carry out the purposes for which the Board is created, not inconsistent with state law.

Section 8. Compliance with Texas Local Government Code All actions, recommendations, and activities of the Hotel Tax Advisory Board shall conform to the requirements and restrictions of Chapter 351 of the Texas Local Government Code, as well as any other applicable state laws.

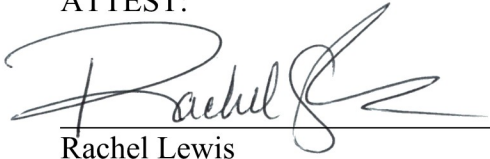
Section 9. Effective Date This resolution shall become effective immediately upon its passage and approval by the City Council of Seabrook, Texas.

PASSED AND APPROVED this 7th day of November 2024.



Thomas Kolupski
Mayor

ATTEST:



Rachel Lewis
City Secretary



APPROVED AS TO FORM:

/s/ David Olson

David Olson
City Attorney



RE: *EXHIBIT A - Professional Services Proposal*
Gateway, Wayfinding, and Park Signage Program

Date: November 26, 2024

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this EXHIBIT A to the City of Seabrook (“the City” or “the Client”) for providing professional services for the above referenced project. Our project understanding, scope of services, and fee are below.

PROJECT UNDERSTANDING

It is Kimley-Horn’s understanding that the City intends to enter into a professional services agreement with the Consultant for gateway, wayfinding, and park signage design services (“the project”). The Scope of Services below was prepared based on our understanding of the tasks required and conversations with the Client. Kimley-Horn will work with DG Studios, Inc. as subconsultant.

Design assumptions include:

- The City has adopted the August 2017, Master Landscaping and City Branding Plan (“Previous Master Plan”) prepared by SWA with wayfinding signage, and 8/30/2026 Branding Presentation with the below listed exhibits (“Previous exhibits”). The Consultant will utilize the below components to the extent possible with anticipated refinement with the transition from conceptual to final design.
 - Signage included in the previous Master Plan:
 - Bird Pier Theme Open Spaces and Trails – 7 sign types
 - Bird Pier Theme Urban – 6 sign types
 - Analysis Presented in Previous Exhibits:
 - Points of Interest
 - Marina and Coastal Access Point
 - Trail and Shoreline
 - Gateway Location
- The Client will establish a Steering Committee (up to approx. 10 people) to provide guidance, input and **design approval** of Kimley-Horn’s work. Client’s Project Manager will manage coordination of the Steering Committee and Kimley-Horn will only communicate with the Steering Committee at designated Steering Committee meetings. Client’s Project Manager is responsible for resolving differences in Steering Committee direction to Kimley-Horn. The Client’s Project Manager will coordinate all Steering Committee meeting invitations, location, and logistics.
- The Client will establish a Stakeholder Committee (up to approx. 15) to provide guidance, input, but **no design approval** of Kimley-Horn’s work. Client’s Project Manager will manage coordination of the Stakeholder Committee and Kimley-Horn will only communicate with the Stakeholder Committee at designated Stakeholder Committee meetings. The Client’s Project Manager will coordinate all Stakeholder Committee meeting invitations, location, and logistics.
- Survey and geotechnical investigation will be prepared at a later date. Design and estimates will not be able to rely up on this information and may be subject to change.
- Opinion of Probable Construction Costs (OPCC) - Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the

basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its cost estimates.

- The construction budget is unknown at this time. We have estimated our design work effort based on a \$1M scope.

INFORMATION PROVIDED BY THE CITY

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Any previously prepared signage, branding, surveys, reports, or documents with bearing on our scope of services;
- Access to the Site;
- A signed copy of this Agreement (Required).

SCOPE OF SERVICES

Upon approval of this proposal, Consultant will commence the following tasks:

Task 1 – Project Management

The Consultant will perform the following services:

- A. Data Collection
 - a. Consultant will work with the City Project Manager to collect the following available data: the above listed 'Information provided by City,' City's understanding of regulatory requirements, Record Drawings, existing plans / policies / standards, and information regarding facilities, roadway and public improvements both existing and proposed.
- B. Project Management
 - a. Coordination with the City Project Manager. Coordination will include email correspondence and phone calls.
 - b. Communicate project status with the City with the monthly invoice and with weekly project status updates. It is assumed the project will last up to 5 months.

Task 2 – Assessment and Wayfinding Plan

The Consultant will conduct a Kickoff (**Steering Committee Meeting #1 - in person**) with the designated Steering Committee group to discuss the project scope, schedule, and vision for the Project.

The Consultant will conduct a site survey to review existing branding systems, document preferred circulation paths, and future sign locations. The Consultant will prepare a memo of findings and assessment, including applicable signage regulations and codes; and a map exhibit documenting pedestrian and vehicular preferred circulation paths and primary/secondary destinations, including Old Seabrook District. No other districts are anticipated.

The Consultant will meet with the Steering Committee (**Steering Committee Meeting #2 – in person**) to review results of the site survey and also the process to secure public input via online survey. The Consultant will prepare a PowerPoint presentation for use at the Steering Committee Meeting #2.

Based on the results of the input received from the Steering Committee, the Consultant will update the Circulation Maps and facilitates a meeting with the **Steering Committee, Council and Stakeholder Committee (Joint Meeting #1 – in person)** to review the assessments and gain consensus regarding preferred pathways, and destinations and visual character utilizing benchmarking design theme board illustrations. The Consultant will prepare a PowerPoint presentation for use at the Joint Meeting.

The Consultant will conduct a review meeting with the Steering Committee (**Steering Committee Meeting #3 – in person**) to review the feedback received to incorporate into future deliverables. No additional presentations will be prepared for this meeting.

Deliverables:

Memo of Site Visit Findings and Assessment that will become the basis of the Wayfinding Plan, including:

- Circulation Maps: documenting Preferred Pathways, and Destinations incorporating planned changes in traffic or circulation with information provided by the Steering Committee or as outlined in the previous plans, if applicable
- Identification of boundary, entries, destination hierarchy, key decision nodes and messaging requirements
- An Inventory of Sign Types and Quantities keyed to color coded map highlighting placement of typical sign types with consideration given to sight lines, information processing, codes, and TXDOT requirements
- Identify landscape beautification opportunities to enhance signage

Meeting Notes

Meeting PowerPoint

Meetings: All in Person

(The Consultant will release an electronic Adobe pdf file prior to each meeting)

Kickoff Meeting #1, Joint Meeting #1, Steering Committee Meeting #2 and #3

Task 3 – Schematic Design

Based on the meeting feedback, the Consultant will prepare up to three (3) design schemes for each family of sign types. It is assumed one (1) option will include the Previous Master Plan sign family with minor refinement, and two (2) options will be new design schemes. Sign families will illustrate the recommended typeface, color family, the use of the appropriate identity elements, message layout and the general overall appearance of the sign types.

Anticipated Sign types include:

- **Entry Gateway Identity Signage** - Primary Secondary & Tertiary;
- **Vehicular Directional Signage** - approaching the City's entrances that focuses on directing traffic to destinations, typically districts or visitor destinations. This sign type also includes "Trailblazing" signage to keep vehicular traffic moving to their destination along preferred pathways.
- **Pedestrian Directional Signage** - from parking and major destinations, public sites as well as municipal facilities, scaled to a pedestrian level.
- **Destination Identification Signage** - This sign type is a ground mounted monument sign;

- primary identification signage is developed for critical destinations such as City Hall; secondary signage is also developed for other city buildings, City operated Parks or Trail Systems or for the identification of districts.
- **Information/Event Kiosks** - including the use of the appropriate static and electronic messaging systems and pedestrian orientation maps; and which may also carry pedestrian directional information and branding elements.
- **Pageantry/Interpretive/Banner Standards** - creating attractive pedestrian pathways along greenscapes and other preferred pathways enhanced by interpretive signage, banner programs, flags and supergraphics/public art signage within the project area. Standards for interpretative signage for historic destinations can be addressed as well.
- **Internally Illuminated Street Name (ILSN) Signs** – develop a template for internally illuminated street name (ILSN) signs that can be installed on the mast arms of traffic signals. A standard detail sheet of approved template that is compatible with most ILSN manufacturers will be prepared to be used by City's traffic signal designers as part of future PS&E projects. Design of a typical traffic signal or the electrical cabling for such ILSN's is not a part of this task.

Concurrently, the Consultant will update the Wayfinding Plan to reflect the sign type locations and message schedule.

The Consultant will conduct up to three (3) meetings with Steering Committee to review the design options and incorporate feedback (**Steering Committee Meetings #4-6, 2 in person and 1 virtual**). During one of these meetings, the Consultant works with the Steering Committee to develop the process for Public review of the three design options. No additional presentations will be prepared for this meeting. Minor and reasonable revisions will be incorporated following Meetings #4-6. One (1) meeting can also include Council if needed.

This task includes preparing documents and narrative for purposes of posting to an online survey to engage the public on their selection of a preferred sign family. Consultant is not responsible for coding, posting or managing the online platform. Consultant will rely upon the City to manage response and communicate findings.

The Consultant will include a preliminary opinion of probable construction costs (OPCC) for review with each sign family.

Meetings:

(The Consultant will release an electronic Adobe pdf file prior to each meeting)

Steering Committee Meetings #4-6 (2 in person, 1 virtual) – Option for Council to join one

Deliverables:

- A. Schematic Design Package, including:
 - Updated Wayfinding Plan with updated sign locations and typical messaging schedule
 - Three (3) Sign Families
 - OPCC
- B. Summary of Online Survey Results (provided by City)
- C. Meeting Notes

Task 4 – Design Development

Based on the final Schematic Design package as selected by the Steering Committee and online survey, the Consultant will refine the drawing package to a Design Development level including:

- Finalizing signage ordinances and restrictions, including typical ADA and TXDOT
- Identity and Logo applications
- Preliminary Destination Nomenclature
- Coordinate with sign fabricators on updated cost estimates and installation methods
- Refined detailing of sign types, addressing size, material, mounting, lighting, finishes based on OPCC feedback
- Landscape beautification features, limited to prototype planting plans (site specific planting plans are not included)
- Updated OPCC

During this phase, the Consultant will facilitate a meeting with Steering Committee (**Steering Committee Meeting #7 – in person**) to review the Design Development Package, updated pricing and to discuss strategies for a phased implementation based on the City's priorities and budget.

The Consultant further refines the Design Development Package by addressing size, material, mounting, lighting, finishes based on OPCC feedback and develops an outline of recommendations on implementation phasing. Based on the phasing discussed, the Consultant will prepare a project schedule for Phase I Implementation. The Consultant facilitates an on-line meeting with the Steering Committee (**Steering Committee Meeting #8 - virtual**)

Based on the feedback received during the Steering Committee meeting #8, the Consultant will address minor and reasonable comments in the updated Design Development Package. The Consultant will participate in a presentation meeting with the Council, Steering and Stakeholder Committee (**Joint Meeting #2 – in person**) to present the final Design Development package and Implementation Plan. The Consultant will prepare a PowerPoint presentation for purposes of the Joint Meeting.

Deliverables:

- A. Wayfinding Plan, including:
 - a. Design Development Package of the One (1) Selected Design Option
 - b. Destination Inventory
 - c. Implementation Phasing Plan with Recommendations for Phase I Implementation's Schedule and Next Steps
 - d. OPCC
- B. Meeting Notes
- C. PowerPoint Presentation

Meetings:

(The Consultant will release an electronic Adobe pdf file prior to each meeting)

- A. Steering Committee Meeting #7 – in person
- B. Steering Committee Meeting #8 – virtual
- C. Joint Meeting #2 – in person

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Such additional services shall include but are not limited to the following:

- A. Construction Documents
- B. Permitting
- C. Bidding and Construction Phase Services
- D. Civil Engineering
- E. 3D modeling
- F. Additional meetings or presentations
- G. Additional effort based on an extended project schedule
- H. Revisions due to changes in regulations
- I. Requested design changes to the project's deliverables after approval of any phase of work, are considered Additional Services.

SCHEDULE

The Consultant will work to prepare a mutually agreed upon schedule with the City.

FEE AND EXPENSES

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis, including expenses. The services in this agreement will be billed as follows.

PROFESSIONAL SERVICES

Task 1 Project Management	\$ 11,000 LS
Task 2 Assessment and Wayfinding Plan	\$ 32,000 LS
Task 3 Schematic Design	\$ 25,000 LS
Task 4 Design Development	\$ 25,000 LS
Total	\$ 93,000 LS

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth in this EXHIBIT A, our scope of services shall include and be subject to, and only to, the terms and conditions in the City of Seabrook Professional Services Agreement. As used in the Professional Services Agreement, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the Client” or “the City” shall refer to the City of Seabrook. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this EXHIBIT A.



RE: *EXHIBIT A - Professional Services Proposal*
Wayfinding, and Park Signage Program

Date: January 13, 2025

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this EXHIBIT A to the City of Seabrook ("the City" or "the Client") for providing professional services for the above referenced project. Our project understanding, scope of services, and fee are below.

PROJECT UNDERSTANDING

It is Kimley-Horn's understanding that the City intends to enter into a professional services agreement with the Consultant for wayfinding, and park signage design services ("the project"). The Scope of Services below was prepared based on our understanding of the tasks required and conversations with the Client. Kimley-Horn will work with DG Studios, Inc. as subconsultant.

Design assumptions include:

- The City has adopted the August 2017, Master Landscaping and City Branding Plan ("Previous Master Plan") prepared by SWA with wayfinding signage, and 8/30/2026 Branding Presentation with the below listed exhibits ("Previous exhibits"). The Consultant will utilize the below components to the extent possible with anticipated refinement with the transition from conceptual to final design.
 - Signage included in the previous Master Plan:
 - Bird Pier Theme Open Spaces and Trails – 7 sign types
 - Bird Pier Theme Urban – 6 sign types
 - Analysis Presented in Previous Exhibits:
 - Points of Interest
 - Marina and Coastal Access Point
 - Trail and Shoreline
- The Client will establish a Steering Committee (up to approx. 10 people) to provide guidance, input and **design approval** of Kimley-Horn's work. Client's Project Manager will manage coordination of the Steering Committee and Kimley-Horn will only communicate with the Steering Committee at designated Steering Committee meetings. Client's Project Manager is responsible for resolving differences in Steering Committee direction to Kimley-Horn. The Client's Project Manager will coordinate all Steering Committee meeting invitations, location, and logistics.
- The Client will establish a Stakeholder Committee (up to approx. 15) to provide guidance, input, but **no design approval** of Kimley-Horn's work. Client's Project Manager will manage coordination of the Stakeholder Committee and Kimley-Horn will only communicate with the Stakeholder Committee at designated Stakeholder Committee meetings. The Client's Project Manager will coordinate all Stakeholder Committee meeting invitations, location, and logistics.
- Survey and geotechnical investigation will be prepared at a later date. Design and estimates will not be able to rely up on this information and may be subject to change.
- Opinion of Probable Construction Costs (OPCC) - Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified

professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its cost estimates.

- The construction budget is unknown at this time. We have estimated our design work effort based on a \$1M scope.

INFORMATION PROVIDED BY THE CITY

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Any previously prepared signage, branding, surveys, reports, or documents with bearing on our scope of services;
- Access to the Site;
- A signed copy of this Agreement (Required).

SCOPE OF SERVICES

Upon approval of this proposal, Consultant will commence the following tasks:

Task 1 – Project Management

The Consultant will perform the following services:

- A. Data Collection
 - a. Consultant will work with the City Project Manager to collect the following available data: the above listed 'Information provided by City,' City's understanding of regulatory requirements, Record Drawings, existing plans / policies / standards, and information regarding facilities, roadway and public improvements both existing and proposed.
- B. Project Management
 - a. Coordination with the City Project Manager. Coordination will include email correspondence and phone calls.
 - b. Communicate project status with the City with the monthly invoice and with weekly project status updates. It is assumed the project will last up to 5 months.

Task 2 – Assessment and Wayfinding Plan

The Consultant will conduct a Kickoff (**Steering Committee Meeting #1 - in person**) with the designated Steering Committee group to discuss the project scope, schedule, and vision for the Project.

The Consultant will conduct a site survey to review existing branding systems, document preferred circulation paths, and future sign locations. The Consultant will prepare a memo of findings and assessment, including applicable signage regulations and codes; and a map exhibit documenting pedestrian and vehicular preferred circulation paths and primary/secondary destinations, including Old Seabrook District. No other districts are anticipated.

The Consultant will meet with the Steering Committee (**Steering Committee Meeting #2 – virtual**) to review results of the site survey and also the process to secure public input via online survey. The Consultant will prepare a PowerPoint presentation for use at the Steering Committee Meeting #2.

Based on the results of the input received from the Steering Committee, the Consultant will update the Circulation Maps and facilitates a meeting with the **Steering Committee, Council and Stakeholder Committee (Joint Meeting #1 – in person)** to review the assessments and gain consensus regarding preferred pathways, and destinations and visual character utilizing benchmarking design theme board illustrations. The Consultant will prepare a PowerPoint presentation for use at the Joint Meeting.

The Consultant will conduct a review meeting with the Steering Committee (**Steering Committee Meeting #3 – virtual**) to review the feedback received to incorporate into future deliverables. No additional presentations will be prepared for this meeting.

Deliverables:

Memo of Site Visit Findings and Assessment that will become the basis of the Wayfinding Plan, including:

- Circulation Maps: documenting Preferred Pathways, and Destinations incorporating planned changes in traffic or circulation with information provided by the Steering Committee or as outlined in the previous plans, if applicable
- Identification of boundary, entries, destination hierarchy, key decision nodes and messaging requirements
- An Inventory of Sign Types and Quantities keyed to color coded map highlighting placement of typical sign types with consideration given to sight lines, information processing, codes, and TXDOT requirements
- Identify landscape beautification opportunities to enhance signage

Meeting Notes

Meeting PowerPoint

Meetings:

(The Consultant will release an electronic Adobe pdf file prior to each meeting)

Kickoff Meeting #1 (In-Person), Joint Meeting #1 (In-Person), Steering Committee Meeting #2 and #3 (both Virtual)

Task 3 – Schematic Design

Based on the meeting feedback, the Consultant will prepare up to three (3) design schemes for each family of sign types. It is assumed one (1) option will include the Previous Master Plan sign family with minor refinement, and two (2) options will be new design schemes. Sign families will illustrate the recommended typeface, color family, the use of the appropriate identity elements, message layout and the general overall appearance of the sign types.

Anticipated Sign types include:

- **Vehicular Directional Signage** - approaching the City's entrances that focuses on directing traffic to destinations, typically districts or visitor destinations. This sign type also includes "Trailblazing" signage to keep vehicular traffic moving to their destination along preferred pathways.
- **Pedestrian Directional Signage** - from parking and major destinations, public sites as well as municipal facilities, scaled to a pedestrian level.
- **Destination Identification Signage** - This sign type is a ground mounted monument sign;

primary identification signage is developed for critical destinations such as City Hall; secondary signage is also developed for other city buildings, City operated Parks or Trail Systems or for the identification of districts.

- **Interpretive Standards** - creating attractive pedestrian informational signage along greenscapes and within the City's parks to offer opportunities to educate pedestrians. Content for Interpretive Signage is addressed in the Implementation phases.
- **Internally Illuminated Street Name (ILSN) Signs** – develop a template for internally illuminated street name (ILSN) signs that can be installed on the mast arms of traffic signals. A standard detail sheet of approved template that is compatible with most ILSN manufacturers will be prepared to be used by City's traffic signal designers as part of future PS&E projects. Design of a typical traffic signal or the electrical cabling for such ILSN's is not a part of this task.

Concurrently, the Consultant will update the Wayfinding Plan to reflect the sign type locations and message schedule.

The Consultant will conduct up to three (3) meetings with Steering Committee to review the design options and incorporate feedback (**Steering Committee Meetings #4-6, virtual**). During one of these meetings, the Consultant works with the Steering Committee to develop the process for Public review of the three design options. No additional presentations will be prepared for this meeting. Minor and reasonable revisions will be incorporated following Meetings #4-6. One (1) meeting can also include Council if needed.

This task includes preparing documents and narrative for purposes of posting to an online survey to engage the public on their selection of a preferred sign family. Consultant is not responsible for coding, posting or managing the online platform. Consultant will rely upon the City to manage response and communicate findings.

The Consultant will include a preliminary opinion of probable construction costs (OPCC) for review with each sign family.

Meetings:

(The Consultant will release an electronic Adobe pdf file prior to each meeting)

Steering Committee Meetings #4-6 (virtual) – Option for Council to join one

Deliverables:

- A. Schematic Design Package, including:
 - Updated Wayfinding Plan with updated sign locations and typical messaging schedule
 - Three (3) Sign Families
 - OPCC
- B. Summary of Online Survey Results (provided by City)
- C. Meeting Notes

Task 4 – Design Development

Based on the final Schematic Design package as selected by the Steering Committee and online survey, the Consultant will refine the drawing package to a Design Development level including:

- Finalizing signage ordinances and restrictions, including typical ADA and TXDOT
- Identity and Logo applications
- Preliminary Destination Nomenclature
- Coordinate with sign fabricators on updated cost estimates and installation methods
- Refined detailing of sign types, addressing size, material, mounting, lighting, finishes based on OPCC feedback
- Landscape beautification features, limited to prototype planting plans (site specific planting plans are not included)
- Updated OPCC

During this phase, the Consultant will facilitate a meeting with Steering Committee (**Steering Committee Meeting #7 – virtual**) to review the Design Development Package, updated pricing and to discuss strategies for a phased implementation based on the City's priorities and budget.

The Consultant further refines the Design Development Package by addressing size, material, mounting, lighting, finishes based on OPCC feedback and develops an outline of recommendations on implementation phasing. Based on the phasing discussed, the Consultant will prepare a project schedule for Phase I Implementation. The Consultant facilitates an on-line meeting with the Steering Committee (**Steering Committee Meeting #8 - virtual**)

Based on the feedback received during the Steering Committee meeting #8, the Consultant will address minor and reasonable comments in the updated Design Development Package. The Consultant will participate in a presentation meeting with the Council, Steering and Stakeholder Committee (**Joint Meeting #2 – in person**) to present the final Design Development package and Implementation Plan. The Consultant will prepare a PowerPoint presentation for purposes of the Joint Meeting.

Deliverables:

- A. Wayfinding Plan, including:
 - a. Design Development Package of the One (1) Selected Design Option
 - b. Destination Inventory
 - c. Implementation Phasing Plan with Recommendations for Phase I Implementation's Schedule and Next Steps
 - d. OPCC
- B. Meeting Notes
- C. PowerPoint Presentation

Meetings:

(The Consultant will release an electronic Adobe pdf file prior to each meeting)

- A. Steering Committee Meeting #7 – virtual
- B. Steering Committee Meeting #8 – virtual
- C. Joint Meeting #2 – in person

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Such additional services shall include but are not limited to the following:

- A. Construction Documents
- B. Permitting
- C. Bidding and Construction Phase Services
- D. Civil Engineering
- E. 3D modeling
- F. Additional meetings or presentations
- G. Additional effort based on an extended project schedule
- H. Revisions due to changes in regulations
- I. Requested design changes to the project's deliverables after approval of any phase of work, are considered Additional Services.

SCHEDULE

The Consultant will work to prepare a mutually agreed upon schedule with the City.

FEE AND EXPENSES

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis, including expenses. The services in this agreement will be billed as follows.

PROFESSIONAL SERVICES

Task 1 Project Management	\$ 6,000 LS
Task 2 Assessment and Wayfinding Plan	\$ 28,000 LS
Task 3 Schematic Design	\$ 22,000 LS
Task 4 Design Development	\$ 22,000 LS
Total	\$ 78,000 LS

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth in this EXHIBIT A, our scope of services shall include and be subject to, and only to, the terms and conditions in the City of Seabrook Professional Services Agreement. As used in the Professional Services Agreement, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the Client” or “the City” shall refer to the City of Seabrook. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this EXHIBIT A.



Agenda Briefing

Date of Meeting: January 23, 2025

Responsible Department: Emergency Medical Services (EMS)

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: Seabrook and the County agrees that during the term of this Agreement, each party will provide aggregate data for the purpose of preventing and or controlling disease, injury, or disabilities.

General Information:

Consider and take appropriate action on an Interlocal Agreement between the City of Seabrook and Harris County Public Health to provide aggregate data for the purpose of preventing and or controlling disease, injury, or disabilities.

Executive Summary / Background:

Seabrook retains National Emergency Medical Services Information System ("NEMESIS") data that includes patient care data including, but not limited to, demographics, nature of call, diagnosis impressions, treatments and/or procedures delivered, lab results and disposition ("Data");

County desires to obtain access to this Data for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. County has the authority to obtain the Data under 45 CFR 164.512(b)(1)(i).

Funding / Fiscal Information:

Supporting Materials Attached:

1. ILA_Seabrook-HCPH_12-9-24

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommends approval and authorizes the City Manager to enter into and sign the agreement between the City of Seabrook and Harris County Public Health.

**INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY
AND CITY OF SEABROOK**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is entered into between **Harris County**, Texas a body corporate and politic under the laws of the State of Texas (the "County"), by and through Harris County Public Health, and **City of Seabrook** ("Seabrook") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq. County and Seabrook are referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS:

Seabrook retains National Emergency Medical Services Information System ("NEMSIS") data that includes patient care data including, but not limited to, demographics, nature of call, diagnosis impressions, treatments and/or procedures delivered, lab results and disposition ("Data");

County desires to obtain access to this Data for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions;

County has the authority to obtain the Data under 45 CFR 164.512(b)(1)(i);

County will comply with all confidentiality obligations under federal and state laws and the Parties will sign and comply with the Business Associate Agreement, attached hereto and incorporated herein by reference as Attachment A, and protect PHI in compliance with HIPAA;

Parties find that sharing the Data will serve a public purpose; and

Parties agree that all funds to be used under this Agreement will be from current fiscal funds.

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

TERMS:

ARTICLE I. COUNTY DUTIES

County agrees that during the term of this Agreement, it will provide aggregate data to Seabrook for the purpose of preventing and or controlling disease, injury, or disabilities.

ARTICLE II. USER DUTIES

During the term of this Agreement, Seabrook agrees to:

- A. Submit the Data to County for the duration of this Agreement via the Health Data Exchange portal for analysis;
- B. Affirm that the County assumes no cost or responsibility for accessing and using the Data; and
- C. Maintain the cybersecurity standards as found in the Cybersecurity Standards and Procedures, attached hereto and incorporated herein by reference as Attachment B.

ARTICLE III. TERM AND TERMINATION

The term of this Agreement begins upon the execution of all Parties and remains in full force and effect until December 31, 2024 ("Initial Term"). Thereafter, at the County's option, this Agreement may be renewed on the same terms and conditions for up to four (4) additional one- year terms (each a "Renewal Term") unless it is terminated by either party. Either Party may terminate this agreement by giving the other Party written notice of its intention to terminate not less than ninety (90) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates immediately if User fails to maintain the cybersecurity standards found in Attachment B, Cybersecurity Standards and Procedures.

ARTICLE IV. LIMIT OF APPROPRIATION

Prior to execution of the Agreement, County has advised Seabrook, and Seabrook clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that County has certified no funds under this Agreement, and Seabrook shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement. The funding and exclusive remedy provisions of the Agreement are contained in this Agreement. Fees, expenses, charges, taxes, wages and payments of any nature herein may not be added or increased except by amendment to this agreement executed by the Commissioners Court of Harris County and by Seabrook.

ARTICLE V. NOTICE

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR THE COUNTY: All notices and communications must be mailed as follows:

FOR THE COUNTY: Harris County Public Health
Attn: Leah Barton, MBA, MA, Interim Executive Director
1111 Fannin St.
Houston, TX 77002

FOR SEABROOK: City of Seabrook
Attn: Robert Turner, EMS Chief
1850 E. Meyer
Seabrook, TX 77586

These addresses may be changed upon giving prior written notice to the other Party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail. Notwithstanding any provision to the contrary, the Parties agree that the County will provide a yearly invoice to Seabrook by email sent to a mutually agreed upon email address.

ARTICLE VI. NO THIRD-PARTY BENEFICIARIES

Neither Party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement shall bind and benefit the County and Seabrook shall not bestow any rights upon any third party.

ARTICLE VII. LIABILITY OF THE PARTIES

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

ARTICLE VIII. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Harris County, Texas. Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other

obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

ARTICLE IX. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

ARTICLE X. INDEPENDENT PARTIES

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Neither Party has the authority to bind or otherwise obligate the other Party orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Seabrook.

ARTICLE XI. ENTIRE AGREEMENT; MULTIPLE COUNTERPARTS

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both Parties.

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

ATTACHMENT A
BUSINESS ASSOCIATE ADDENDUM
(follows behind)

ATTACHMENT B
CYBERSECURITY STANDARDS
(follows behind)

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "BAA") is entered into by and between **Harris County** ("County"), a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health, and City of Seabrook. City of Seabrook and County will collectively be referred to as "Parties" and individually each a "Party".

RECITALS

The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

TERMS

COUNTY'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI") AND ELECTRONIC PROTECTED HEALTH INFORMATION ("E PHI")

A. Definitions.

1. Confidential Information is information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision).
2. Protected Health Information ("PHI") is defined in 45 C.F.R. § 160.103 and is limited to information created or received by County from or on behalf of City of Seabrook.
3. Electronic Protected Health Information ("E PHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and E PHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing E PHI. This definition includes, but is not limited to, lost or stolen transportable media devices (*e.g.*, flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential

Information, including, but not limited to, PHI and EPHI.

B. General.

1. County agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. County agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at County's own expense.
3. County agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of County's services to City of Seabrook. Compliance with this paragraph is at County's own expense.
4. The terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. County represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. Business Associate. County is a "Business Associate" of City of Seabrook as that term is defined under the Privacy and Security Requirements.

1. *Nondisclosure of PHI.* County agrees not to use or disclose PHI received from or on behalf of City of Seabrook or created, compiled, or used by County pursuant to the Interlocal Agreement Between Harris County and City of Seabrook to which this BAA is attached (hereinafter the "Agreement") other than as permitted or required by this BAA, or as otherwise required by law. County may, if necessary, use or disclose PHI it receives from City of Seabrook in County's capacity as a business associate of City of Seabrook under the Agreement (A) for the proper management and administration of County or (B) to carry out the legal responsibilities of County (1) if the disclosure is required by law or (2) if County obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies County of any instances of which it is aware in which the confidentiality of the information has been breached.
2. *Limitation on Further Use or Disclosure.* County agrees not to further use or disclose PHI or EPHI received from or on behalf of City of Seabrook or

created, compiled, or used by County pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by City of Seabrook, or if either County or City of Seabrook is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

3. *Safeguarding PHI.* County agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
4. *Safeguarding EPHI.* County agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of City of Seabrook and to comply with Subpart C of 45 C.F.R. Part 164. Specifically, County agrees to comply with the requirements of 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 to the same extent such requirements apply to City of Seabrook. In addition, County agrees to encrypt portable media devices (*e.g.*, flash drives, CDs, PDAs, cell phones, and cameras), desktop, and laptop computers that contain, or are used to store or transmit, City of Seabrook PHI and/or EPHI. These safeguards shall include, but not be limited to, the following:
 - a) Encryption of EPHI that County stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Conduct periodic security training.
5. *Reporting Security Incidents.* County agrees to report to City of Seabrook any Security Incident immediately upon becoming aware of such. County further agrees to provide City of Seabrook with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If County determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, County agrees to notify City of Seabrook in writing of the conditions that make reproduction infeasible, and any information County has regarding the PHI or EPHI involved.

County agrees to cooperate in a timely fashion with City of Seabrook regarding all Security Incidents reported to City of Seabrook.

County agrees that City of Seabrook will review all Security Incidents reported by County and City of Seabrook in its sole discretion, will take steps in response, to the extent necessary or required by law including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on City of Seabrook's website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring and related services for a period of time to be determined by City of Seabrook, at no cost to the individual(s); and (3) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

County agrees to reimburse City of Seabrook for all expenses incurred as a result of County's Security Incidents, including, but not limited to, expenses related to the activities described above. County agrees that City of Seabrook will select the vendors and negotiate the contracts related to said expenses.

6. *EPHI and Subcontractors.* County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI and comply with Subpart C of 45 C.F.R. Part 164.
7. *Subcontractors and Agents.* County shall require any subcontractor or agent that creates, receives, maintains, or transmits PHI or EPHI on behalf of County pursuant to this BAA and the Agreement, agree to the same restrictions and conditions that apply to County with respect to such PHI and EPHI. County agrees to terminate its agreement with its agent(s) or subcontractor(s), if (a) County becomes aware of a pattern of activity or practice of its agent(s) or subcontractor(s) that constitute a material breach or violation of the agent or subcontractor's obligation under the agreement or other arrangement with County or (b) agent(s) or subcontractor(s) takes steps to cure the breach or end the violation and such steps are unsuccessful.
8. *Subcontractors and Agents Located Outside U.S.* County agrees not to provide PHI or EPHI to any subcontractor or agent located outside of the United States. County understands and agrees that a breach of this provision shall be a material breach of this BAA. County understands and agrees that County remains ultimately responsible for any breaches of PHI or EPHI in violation of this

provision and the Privacy and Security Requirements by such subcontractor(s) or agent(s).

9. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. City of Seabrook agrees:
 - a) to be bound by these provisions with regard to PHI or EPHI received from County;
 - b) to restrict access to such PHI or EPHI to City of Seabrook's Chief Financial Officer, City of Seabrook's Controller, City of Seabrook's Compliance Officer, the Harris County Attorney's Office, and designated employees of City of Seabrook's Benefits Department for legal and auditing services; and
 - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.
10. *Mitigation.* County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of PHI or EPHI by County, or by a subcontractor or agent of County, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. County also agrees to inform City of Seabrook in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
11. *Notice - Access by Individual.* County agrees to notify City of Seabrook in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact City of Seabrook to obtain access to the individual's PHI. Upon request by City of Seabrook and within three (3) business days of the request, County agrees to make available PHI and EPHI to City of Seabrook in accordance with 45 C.F.R. § 164.524.
12. *Notice - Request for Amendment.* County agrees to notify City of Seabrook in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to City of Seabrook to request an amendment of the individual's PHI or EPHI. County agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to in accordance with 45 C.F.R. § 164.526 within three (3) business days of receipt of the notice to incorporate the amendment(s).

13. *Notice - Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, County agrees to notify City of Seabrook in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to City of Seabrook for an accounting of the disclosures of the individual's PHI or EPHI. County agrees to make available to City of Seabrook upon request, within three (3) business days of the request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
14. *HHS Inspection.* Upon written request, County agrees to make available to HHS or its designee, County's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, City of Seabrook in a time or manner designated by HHS for purposes of HHS determining City of Seabrook's compliance with the Privacy and Security Requirements.
15. *City of Seabrook Inspection.* Upon written request, County agrees to make available to City of Seabrook and its duly authorized representatives during normal business hours County's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, City of Seabrook in a time and manner designated by City of Seabrook for the purposes of City of Seabrook determining compliance with the Privacy and Security Requirements. County agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. County agrees to allow similar access to books, records, and documents related to contracts between County and organizations related to or subcontracted by County to whom County provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, City of Seabrook.
16. *PHI or EPHI Amendment.* Within three (3) business days of receipt of notification, County agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by City of Seabrook pursuant to this BAA when notified by City of Seabrook that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
17. *Documentation of Disclosures.* County agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for City of Seabrook to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
18. *Termination Procedures.* Upon termination of this BAA for any reason, County

19. agrees to deliver all PHI or EPHI received from City of Seabrook or created, compiled, or used by County pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by City of Seabrook in writing, to destroy all PHI or EPHI and retain no copies and certify to City of Seabrook in writing that all PHI and EPHI not returned has been destroyed, within the time frame determined by City of Seabrook, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from City of Seabrook in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:
- a) to notify City of Seabrook of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this BAA to such PHI or EPHI;
 - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to City of Seabrook or destruction infeasible; and
 - d) to return or, if requested by City of Seabrook to destroy the PHI or EPHI retained by County when it becomes feasible.
20. *Notice-Termination.* Upon written notice to County, City of Seabrook may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, City of Seabrook may terminate the entire Agreement if City of Seabrook determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.
21. *Obligations of City of Seabrook.* To the extent City of Seabrook requests in writing that County carry out one or more of City of Seabrook's obligations under Subpart E of 45 C.F.R. Part 164, County agrees to comply with the requirements of Subpart E that apply to City of Seabrook in the performance of such obligation.
- E. *Survival of Privacy Provisions.* County's obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.
- F. *Amendment Related to Privacy and Security Requirements.* The Parties agree to take such action as is necessary to amend this BAA if City of Seabrook in its reasonable discretion, determines that amendment is necessary for City of Seabrook to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit City of Seabrook to comply with the Privacy and Security Requirements.
- G. *INDEMNIFICATION.* To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor,

committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

- H. Electronic Mail Addresses. City of Seabrook affirmatively consents to the disclosure of its e-mail addresses that are provided to County, including any agency or department of County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and shall survive termination of this BAA. This consent shall apply to e-mail addresses provided by City of Seabrook and agents acting on behalf of City of Seabrook and shall apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.
- I. Notices. Any notice required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such address as  may subsequently designate to County in writing:

FOR THE COUNTY:

Harris County Public Health
Attn: Leah Barton, MBA, MA, Interim Executive Director
1111 Fannin St.
Houston, TX 77002

FOR SEABROOK:

City of Seabrook
Attn: Robert Turner, EMS Chief
1850 E. Meyer
Seabrook, TX 77586

- J. Except as otherwise limited in this BAA, County may use or disclose Protected Health Information it creates or receives from or on behalf of City of Seabrook to provide the services to or on behalf of City of Seabrook set out in the Agreement to which this BAA is attached.
- K. This BAA is effective on the later date it is signed by the Parties and expires six (6) years after its termination or for as long as County has access to PHI or EPHI currently in its possession as of the effective date of expiration or termination of the Agreement and survives the termination or expiration of the Agreement. The foregoing provision does not authorize County to create or receive PHI or EPHI not in its possession as of the effective date of expiration or termination of the Agreement.

Executed in multiple originals, each of equal force, by duly authorized representatives of Harris County and City of Seabrook.

Cybersecurity Standards and Procedures

The following are requirements for the collection of personal information, also known as Personally Identifiable Information (**PII**) and Sensitive Personally Identifiable Information (SPII). PII and SPII should be protected from inappropriate use, access, and disclosure. Breaches involving PII and SPII are hazardous to both partner affiliates and constituents.

This document provides requirements for a risk-based approach to protecting the confidentiality of PII and SPII. The controls in this procedure comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision S and the Privacy Act of 1974. The requirements outlined below are practical, best practices, context-based guidance for identifying PII and SPII and determining what level of protection is appropriate for each instance of PII and SPII. These requirements also suggest safeguards that might offer appropriate levels of protection for PII and SPII.

Definitions

Availability - ensuring timely and reliable access to and use of information.

Confidential information - a classification that identifies sensitive information that, if disclosed, could damage the person or organization it relates to.

Confidentiality - preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

Personal data - means any information relating to a data subject that can be identified (directly or indirectly) from that data alone or in a combination with other identifiers we possess or can reasonably access, e.g. name, address, birth date, employee number, photographs, IP address, information about education, training, role and salary, sickness and leave records, health data, online activities, etc.

Integrity - guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Personal Information - information about a natural person that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history, readily identifiable to that specific individual.

Personally Identifiable Information (PII) - any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, legal permanent resident, a visitor to the U.S., or employee or contractor.

Privacy Information - describes the privacy posture of an information system or organization.

Processing - means any operation or set of operations performed on personal data, whether or not by automated means, e.g. collection, recording, organization, storage, adaptation or

alteration, retrieval, gathering, use, disclosure by transmission, dissemination or otherwise making information available, alignment or combination, blocking, erasure or destruction.

Protected Health Information (PHI) - individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity about the provision of healthcare, payment for healthcare services, or use in healthcare operations {PHI healthcare business uses}.

Electronic Health Records (EHR) - the systemized collection of patient and population electronically stored health information in a digital format. Records are shared through network-connected, enterprise-wide information systems or other information networks and exchanges. EHRs may include a range of data, including demographics, medical history, medication and allergies, immunization status, laboratory test results, radiology images, vital signs, personal statistics like age and weight, and billing information.

Public Information - any information, regardless of form or format, that an entity discloses, disseminates, or makes available to the public.

Removable Media - portable devices that can be used to copy, save, store, and/or move data from one system to another. (e.g., USB thumb drives, external hard drives, SD cards, etc.)

Sensitive Information - information where the loss, misuse, or unauthorized access or modification could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act); that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Sensitive PII (SPII) - personally identifiable information, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. SPII can stand alone as sensitive information or in combination such as security numbers, driver's license or state ID numbers, passport numbers, alien registration numbers, financial account numbers, photographic images or biometric identifiers. SPII can also be in combination with citizenship or immigration status, medical information, ethnic or religious affiliation, personal email address, account passwords, last four digits of the Social Security number, date of birth, criminal history, or mother's maiden name. SPII can also include information about an individual that is linked or linkable to one of the above (e.g., date of birth, place of birth, race, religion, weight, activities, geographical indicators, employment information, medical information, education information, financial information).

Identifying PII and SPII

Once PII or SPII is identified, precautions must be taken to only use it on authorized systems, protect PII and SPII, securely transport PII and SPII and properly destroy PII and SPII when no longer needed. Only disseminate PII or SPII to those who have a need-to-know the information to perform their official duties. Do not disclose PU or SPII to anyone unless the disclosure is authorized for conducting official business.

Protecting PII and SPII

- Do not maintain PII and SPII in a manner that will allow inadvertent or unauthorized disclosures.
- Do not leave PII or SPII in open view of others, either on your desk or computer screen.
- Do not place or store PII or SPII on a shared network drive unless access controls are applied.
- Obtain approval if remote access is required and/or when transporting or transmitting **PII/SPII** offsite.
- Ensure all remote access and mobile devices have an automatic time-out function requiring re-authentication after 15 minutes of inactivity.
- Eliminate all unnecessary collections of SPII such as SSN.
- Identify an alternative identifier to the SSN when possible.
- Truncate or mask SSNs when displaying and printing the SSN (if the SSN must be used).
- Allow remote access only with multifactor authentication, where one factor is provided by a device separate from the computer gaining access and access is provided over an encrypted connection (e.g., VPN, TLS, AES-256, etc.).
- Properly Destroy and Dispose of PII and SPII.

Electronic Transmission of PII and SPII

Transmission of PII or SPII via an application or machine-to-machine transfer is allowed subject to the following requirements (before authorizing transfer of PII or SPII via an application or machine-to-machine transfer, system owners should ensure that all the necessary documentation and technical controls are in place and operational).

When sending PII or SPII via email, the following requirements apply:

- Do not email or otherwise transmit PII or SPII outside of the organizational infrastructure except where essential to conduct business.
- No PII or SPII data may be included in the subject line, body of an email, or as an attachment unless it is encrypted using FIPS 140-2 compliant algorithms when using the native function in Outlook Office 365.
- When sending encrypted PII or SPII, the password to decrypt data must not be sent via email. The password must be sent via a secure method (preferably via direct voice-to-voice communications).
- Never send unencrypted email containing SPII.

Transmitting SPII and Encryption

Sensitive Personally Identifiable Information (SPII) must be protected while in transit and at rest. Appropriate encryption technologies must be used to protect the data at all times.

At Rest Encryption

- Full disk encryption shall be the defacto standard for user devices containing SPII.
- SPII at rest on computer systems, devices, and networks shall be protected by one or more of the following mechanisms:
 - File systems, disks, and tape drives in servers and Storage Area Network (SAN) environments are encrypted with a minimum encryption level equivalent to AES-256
- Encrypt all SPII content residing on backups with a minimum encryption level equivalent to AES-256
- Ensure that remote access to the network is only via a secured connection with a minimum encryption level equivalent to AES-256
- Encrypt SPII content at rest with a minimum AES-256-bit encryption
- Store passwords using a one-way hashing algorithm

The vendor should manage the encryption key or preferably use a key management method that preferably uses a hardware security module.

Additional SPII requirements

- Use of Virtual Private Networks (VPNs) and Firewalls with strict access controls that authenticate the identity of those individuals accessing the Confidential Information or **SPII**
- Sanitizing, redacting, and/or de-identifying the data requiring protection during storage to prevent unauthorized risk and exposure (e.g., masking or blurring SPII)
- Supplemental compensating or complementary security controls including complex passwords, and physical isolation/access to the data
- Strong cryptography on authentication credentials (i.e., passwords/phrases) shall be made unreadable during transmission and storage on all information systems
- Password protection to be used in combination with all controls including encryption
- Computer hard drives and other storage media that have been encrypted shall be sanitized to prevent unauthorized exposure upon return for redistribution or disposal

Portable Device Encryption

Portable devices represent a specific category of devices that contain data-at-rest. The most reliable way to prevent exposure is to avoid storing SPII on these devices. In situations requiring SPII to be stored on such devices, encryption reduces the risk of unauthorized disclosure if the device becomes lost or stolen.

The following procedures shall be implemented when using portable storage:

- Hard drives (laptops, tablets, smartphones, iPads) shall have full disk encryption with pre-boot authentication.
- All devices shall have proper and appropriate protection mechanisms installed including approved anti-malware/virus software, personal firewalls with unneeded services and ports turned off, and properly configured applications.
- Transport of SPII data using CDs, DVDs, or USB drives is allowed if data is encrypted.

In Transit Encryption

In transit encryption refers to the transmission of data between endpoints. The intent is to ensure that SPII transmitted between organizations, across physical networks, or wirelessly is secured and encrypted in a fashion that protects SPII from a breach.

Shall ensure:

- Strong cryptography and security protocols (e.g., TLS 1.2 or higher, HTTPS, etc.) are used to safeguard SPII during transmission over open public networks; encrypt all internal and external network traffic with a minimum encryption level equivalent to AES-256
- Must use procedural controls to enforce the concepts of least privilege and separation of duties for staff. These controls apply to persons involved in encryption or who have access to security-relevant encryption key facilities and processes.
- Shall inventory encrypted devices and validate the implementation of encryption products at least annually or when there is significant change

About Harris County's

OD2A Grant



Overdose Data to Action (OD2A) is a CDC grant that supports jurisdictions in collecting high quality, comprehensive, and timely data on nonfatal and fatal overdoses. That data is then used to inform prevention and response efforts. OD2A focuses on understanding and tracking the complex and changing nature of the drug overdose epidemic and highlights the need for seamless integration of data into prevention strategies. One of the deliverables of Overdose Data to Action (OD2A) is to foster partnerships within the community to develop the following surveillance strategies:

- **Morbidity Data:** Collect and report more timely and complete data on overdose-related emergency department visits
- **Mortality Data:** Collect and report more timely and complete data on overdose-related deaths.
- **Innovative Surveillance Strategies:** Focus on new and innovative ways to identify and collect data on substances use or overdoses in a community.

As a recipient of the CDC OD2A grant, Harris County Public Health (HCPH), has launched an innovative approach to receiving data from our EMS and hospital partners by participating in the Health Data Exchange (HDE). HDE is a data exchange that is currently utilized by 60% of the EMS 9-1-1 providers in Harris County. With the grant funds, HCPH will be able to participate in the HDE and receive EMS data from the providers currently participating in the data exchange. Grant funds are earmarked for the remaining EMS agencies to have access to HDE for the purpose of sharing data with HCPH to track overdoses, outcomes, and other reportable morbidity data within Harris County. The HDE allows for near real-time reporting as opposed to delayed data reports from DSHS.

HCPH intends to utilize incoming data from HDE, to understand what is occurring holistically across the county. The goal is to quantify the ratio between non-fatal and fatal events to capture the true burden of substance use within our community. HCPH also plans to monitor increases in overdoses and EMS responses, which will enable us to disseminate that information in aggregate form back to our partners. Having access to this data will enable HCPH to mitigate the local substance use burden by providing targeted information to link individuals to care.

HCPH will also use the data for the purpose of identifying trends in other preventable diseases, injuries, and disabilities that are hard to capture in publicly available data sources. For example, this data can help HCPH identify outcomes and sources related to environmental and occupational exposures. Additionally, households with disabled individuals are often more vulnerable to the impacts of disasters. By identifying clusters where certain disease, injuries, or disabilities are prevalent will help the preparedness, response, and recovery efforts for those vulnerable communities. The data HCPH collected is the minimum necessary for the purposes of developing these surveillance strategies. While HCPH has the authority to obtain the data under 45 CFR 164.512(b)(1)(i), the HDE is an innovative approach to streamline the process for our partners through direct data transfers. HCPH will comply with all confidentiality obligations under federal and state laws and protect PHI in compliance with HIPAA.



Agenda Briefing

Date of Meeting: January 23, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Task Order 2025-01 Amendment #1 to Task Order 2021-02 with Ardurra LLC, under the Professional Services Agreement for Sewer System Portable, EOC and Fire Station Generators Hazard Mitigation Grant Management Services, for additional services in an amount not to exceed \$22,319.00, and authorize the City Manager to execute all associated documents.

Executive Summary / Background:

This proposal is being brought forward as additional fees related to the generator HMGP grant applications. Additional services were experienced thus expanding the scope of the grant writer and manager. The additional fees are within the 5% of the overall management fees allowed within the group of the applications and will be reimbursable.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Ardurra Scope of Services - Appendix B - Seabrook - Work Authorization 2025-01

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.

APPENDIX B
TASK ORDER
404 HAZARD MITIGATION GRANT
GRANT MANAGEMENT ASSISTANCE
Number: _2025-01

Project Name: Sewer System Portable, EOC and Fire Station Generators

GRANT MANAGER will provide professional services and technical assistance to support the management of the 404 Hazard Mitigation Grants for Sewer System Portable Generators, Emergency Operations Center Generator, Community Shelter Generator and Fire Station Generator projects. (Grant Awards from DR-4586 and DR-4485).

1.1 Scope of Services

The GRANT MANAGER is to provide assistance and support for grants management and administration as needed for 404 Hazard Mitigation Program. The GRANT MANAGER will perform services and work necessary to complete the following objectives and tasks:

1.1.1 Response to Requests for Information

1.1.1.1 As amended services to Work Authorization 2021-02, Grant Manager will provide responses to request for information from both TDEM and FEMA to support approval of the grant applications for the Sewer System Portable Generator, Fire Station Generator, Community Shelter and Emergency Operations Center Generator. Services will include technical responses to issued RFIs and calls with TDEM and FEMA as necessary to clarify responses. All activities will be provided pre-award.

1.1.2 Grant Management Upon Grant Award

- 1.1.2.1 Assistance with request for information to confirm grant approval.
- 1.1.2.2 Review bid documents for compliance with 2 CFR procurement requirements based upon the proposed procurement method. This will include review of utilization of buy board purchasing as an approved procurement method for portable generator purchase.
- 1.1.2.3 Review of permitting and environmental compliance with grant requirements for each project prior to initiation of construction activities.
- 1.1.2.4 Review change order requests for cost reasonableness and compliance with grant scope of work and environmental compliance. Review and comment on independent cost analysis provided by design consultant.
- 1.1.2.5 Review A&E consultation contract amendment requests for cost reasonableness and compliance with grant scope work.
- 1.1.2.6 Develop and provide budget modification requests as necessary for TDEM approval.
- 1.1.2.7 Develop SharePoint file sharing folders for document management and to maintain files for delivery to TDEM and future audits. This will include review and population of files for activities that occurred since the inception of the grant.
- 1.1.2.8 Prepare draft correspondence to Local, Federal and State Officials as necessary.
- 1.1.2.9 Attend meetings with TDEM and the City of Seabrook on an as needed basis.
- 1.1.2.10 Complete and submit quarterly monitoring reports for TDEM.

1.2 Work Authorizations

Each work authorization shall be provided its own separate defined scope of services, budgetary limit and schedule. This work authorization shall be for the completion of the tasks indicated above.

2.0 COMPENSATION:

Payments to GRANT MANAGER shall be based on hourly rates provided as **Attachment C** of the contract with the City. The Not to Exceed limit for Work Authorization 2024-01 shall be \$22,319 broken down as follows, Task 1.1.1 \$9,676, \$1,441 for sewer system portable generators, \$4,510 for Emergency Operations Center, \$797 for Community Shelter and \$2,928 for the Fire House, respectively and Task 1.1.2 \$12,643, \$6,418 for grant management for sewer system portable generators, \$2,889 for management of the Emergency Operations Generator and \$3,336 for the Community Shelter, respectively. All work on Task 1.1.2 will only be performed upon request from the City. City will be notified when 75% of the fees for Task 1.1.2 are reached and will not proceed this limit without prior City approval.

3.0 TIME OF PERFORMANCE

The services for Task 1.1.1 are amended to Work Authorization 2021-02 and should be provided the same commencement date. The services of the Task 1.1.2 shall commence on January 22, 2025. Services for response to requests for information were performed prior to receipt of the approved grant application.

ACCEPTANCE:

The foregoing Work Authorization is accepted on the terms set forth as indicated by the signatures below

GRANT MANAGER

CITY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Agenda Briefing

Date of Meeting: January 23, 2025

Responsible Department: City Secretary's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action determining whether the Pelican Bay Pool reconstruction project will be included in an election proposition, give direction on the preferred design conceptual, and establish the specific cost level to be included in the proposed ordinance before City Council on February 4, 2025, ordering a bond election.

Executive Summary / Background:

To receive Council direction on the preferred design conceptual for the Pelican Bay Pool reconstruction project, based on input from Council discussions and two Town Hall meetings. Council will also determine whether the project will be included in the election proposition and establish the project cost level to be represented in the proposed ordinance calling for an election.

Action Requested:

Council is requested to:

1. Provide direction on the preferred design conceptual for the Pelican Bay Pool reconstruction.
2. Decide if the project will be included in an election proposition.
3. Establish the specific project cost levels to be included in the proposed ordinance.

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

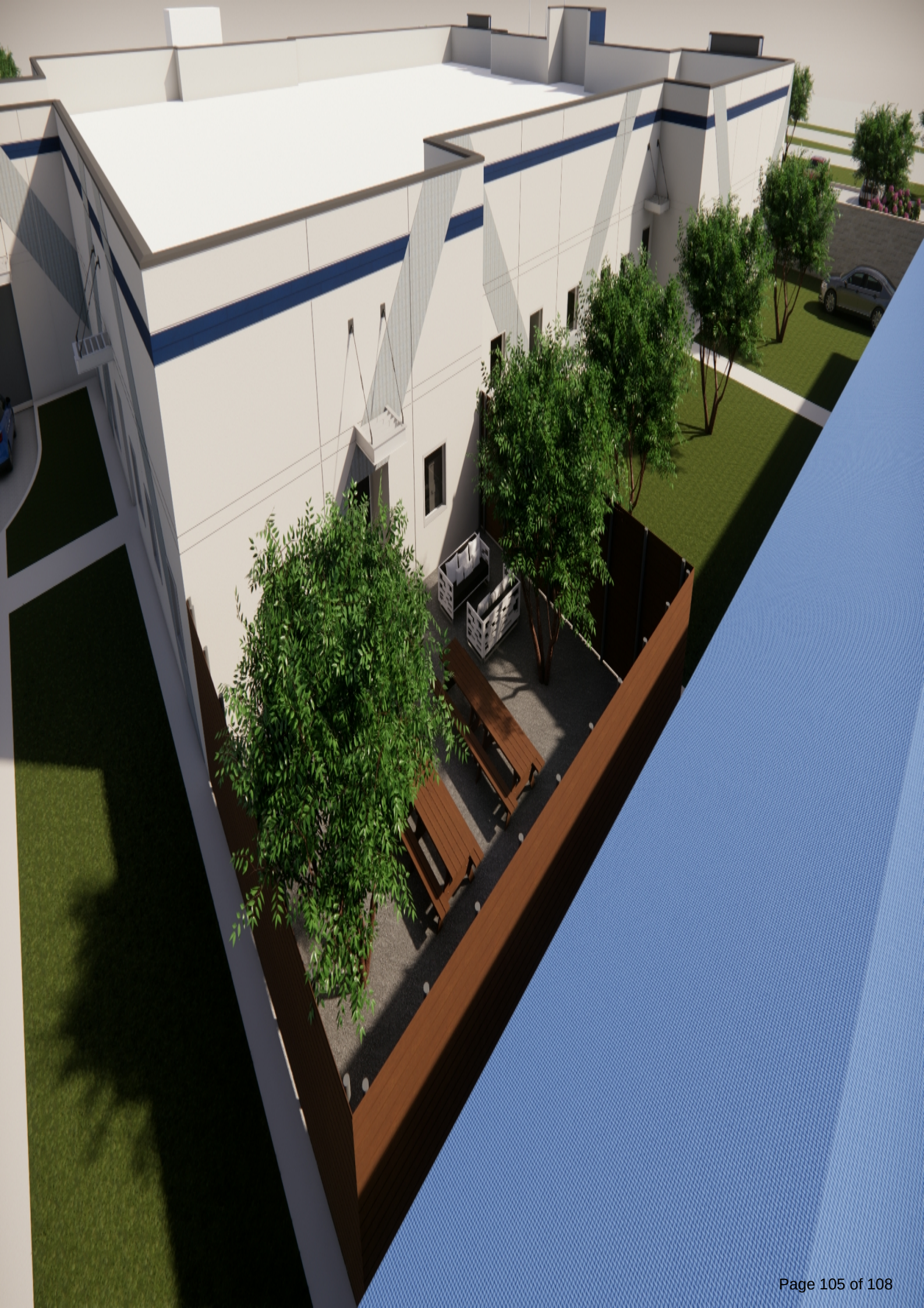
Staff Recommendation:

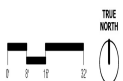
All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.











BUILDING SQUARE FOOTAGE

PROPOSED GROSS SF: 22,203 SF

BUILDING SUPPORT	DETENTION	PATROL	PUBLIC SPACES	SHARED SPACES
CID	DISPATCH	POLICE ADMINISTRATION	RECORDS	
CIRCULATION	EVIDENCE	POLICE ASSET BUILDING	SALLYPORT	

January 2025

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4
12	13	14	8	9	10	11
19	20	21	15	16	17	18
26	27	28	22	23	24	25
			29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1
9	10	11	12	13	14	8
16	17	18	19	20	21	15
23	24	25	26	27	28	22

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 25	2 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	3	4 8:00am Tree Planting Day
5	6	7 6:00pm Regular City Council Meeting (Council Chambers)	8 6:00pm Town Hall Meeting (City Hall)	9 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	10	11
12	13 6:00pm Town Hall Meeting (City Hall)	14	15 4:30pm Community Shred (City Hall)	16 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	17	18
19	20	21 6:00pm Regular City Council Meeting (City Council Chamber)	22	23	24	25
26	27	28	29 6:00pm Annual Employee Awards Ceremony (Community House)	30	31	Feb 1

February 2025

February 2025							March 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	2	3	4	5	6	7	1
9	10	11	12	13	14	8	9	10	11	12	13	14	8
16	17	18	19	20	21	15	16	17	18	19	20	21	15
23	24	25	26	27	28	22	23	24	25	26	27	28	22
							30	31					29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 26	27	28	29	30	31	Feb 1
2	3	4 6:00pm Regular City Council Meeting (City Hall)	5	6 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	7	8
9	10	11	12	13 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	14	15
16	17	18 6:00pm Regular City Council Meeting (City Council Chamber)	19	20 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	21	22
23	24	25	26	27	28	Mar 1