SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 16, 2025 - 6:00 PM

For city information visit www.seabrooktx.gov
For agendas visit www.seabrooktx.gov/agendas

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, SEPTEMBER 16, 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 or abusive language.

All public remarks shall be addressed to the Chair. Comments shall not be directed toward individual Councilmembers, City staff, or other members of the public.

In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.
REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

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

1.2 City 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.

2. PRESENTATIONS

2.1 Presentation of the Monthly Financial Report for August, 2025 *Michael Gibbs, Director of Finance*

3. CONSENT AGENDA

3.1 Approve the minutes of the September 2, 2025 City Council Meeting.

4. NEW BUSINESS

4.1 Consider and take all appropriate action to acknowledge receipt of the Certified Appraisal Roll from the Harris County Appraisal District (HCAD). *Michael Gibbs, Director of Finance*

4.2 Consider and take all appropriate action on the approval to accept the 2025 No New Revenue (NNR) and Voter Approval Rates (VAR) into the official record, as calculated in accordance with Texas Tax Code. *Gayle Cook, City Manager*

4.3 Consider and take all appropriate action on approval of the Proposed 2025 Property Tax Rate, and call Public Hearing on September 25, 2025. A record vote is required.

4.4 Consider and take all appropriate action on a 1-year contract extension agreement between the City of Seabrook and First Onsite Restoration for post-disaster restoration and recovery services, and authorize the City Manager to execute the contract. *Kevin Rodgers, Fire Marshal* | *Emergency Management Coordinator*

4.5 Consider and potentially approve all preliminary actions related to placing a ballot measure on the May 2, 2026 election for Seabrook voters to authorize a bond for the construction of Pine Gully Pier. *Buddy Hammann, Mayor Pro Tem, At-Large Position 5, Tom Tollett, At-Large Position 3*

4.6 Consider and take all appropriate action on the approval of Resolution 2025-24, Authorizing the City of Seabrook to Participate in the Proposed Opioids Settlement Agreement regarding the State of Texas' and other Governmental Entities' Litigation against Purdue Pharma, L.P. and its Affiliated Debtors for their Role in the National Opioid Crisis and Authorizing the City Manager to execute related documents. *Gayle Cook, City Manager*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ELECTING TO PARTICIPATE IN THE PROPOSED OPIOID SETTLEMENT ARISING OUT OF THE LAWSUIT BROUGHT BY THE STATE OF TEXAS AND OTHER JURISDICTIONS AGAINST PURDUE PHARMA, L.P. AND ITS AFFILIATED DEBTORS FOR THEIR ROLE IN THE NATIONAL OPIOID CRISIS; MAKING FINDINGS; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTATION RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE

5. EXECUTIVE SESSION

5.1 Conduct a Closed Session pursuant to Texas Government Code Sections:
551.071 Consultation with attorney on matters in which the City Attorney has a duty to advise City Council in closed executive session.

6. 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".

7. ROUTINE BUSINESS

7.1 Establish future meeting dates and agenda items.

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

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

I certify that this notice was posted on the bulletin board on or before Wednesday, September 10, 2025, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC

THE CITY OF SEABROOK TEXAS

SEABROOK

Agenda Briefing

Date of Meeting: September 16, 2025

Responsible Department: City Secretary's Office

Presenter: Michael Gibbs, Director of Finance

Briefing Prepared By:

Strategic Focus Area:

General Information:
Presentation of the Monthly Financial Report for August, 2025

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

MEETING MINUTES
SEPTEMBER 2, 2025

SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING

Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Buddy Hammann, Tyler Kubena, Jared Sessum, Tom Tollett, Angela Cervantes, Summer Sanford. Also in attendance were: City Manager Gayle Cook, City Attorney David Olson, and City Secretary Rachel Lewis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Joe Eckhardt	4510 N. Heron	Skate Park
Steve Eckhardt	4510 N. Heron	Skate Park
Dara Knobloch	3138B NASA Pkwy	Sunshine Kitchen
Kelly Stewart	2510 Hollybrook	Farmer's Market bathrooms
Drew Blomstrom	Alvin, Texas	Farmer's Market
Kevin Anderson	2033 Willow Wisp	Farmer's Market
Joe Machol	Seabrook, Texas	Fire Station repairs, streets and signs
KellyAnnette Alspaugh	1409 Main Street	Support of Alspaugh's, Farmer's Market

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

Councilmember Kubena announced the following events:
Kid's Fish - September 13, 2025
Seabrook Saltwater Derby - September 27, 2025

1.2 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 provided the update. **See Attachment A.**

2. CONSENT AGENDA

2.1 Approve the minutes of the August 19, 2025 Joint Meeting of City Council and the Seabrook Economic Development Corporation and City Council Special Budget Session, and the August 19, 2025 Regular 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

3. ADJOURN REGULAR SESSION AND ENTER INTO A WORKSHOP SESSION

Mayor Sweeney adjourned into a Workshop Session at 6:33 pm.

3.1 **Hear a presentation and report of the Certified Appraisal Roll from Harris County Appraisal District (HCAD) for the calculation of the 2025 No New Revenue rate (NNR) and the Voter Approval Rate (VAR).**

There was no discussion as the certified rolls were not received from Harris County.

3.2 **Review and discuss Fiscal Year 2025-2026 Proposed Budget including Special Funds and Capital Improvement Program (CIP).**

City Manager Cook presented the proposed Budget. **See Attachment B.**

4. ADJOURN WORKSHOP SESSION AND ENTER INTO REGULAR SESSION

Mayor Sweeney adjourned the Workshop Session and entered back into Regular Session at 7:20 pm.

5. BOARDS AND COMMISSIONS

5.1 **Consider and take all appropriate action on the appointment to fill the vacancy on the Economic Development Corporation for a term to expire on January 1, 2026.**

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

6. NEW BUSINESS

6.1 **Consider and take all appropriate action to acknowledge receipt of the Certified Appraisal Roll from the Harris County Appraisal District (HCAD).**

No action was taken on this item.

6.2 **Consider and take all appropriate action on the approval to accept the 2025 No New Revenue (NNR) and Voter Approval Rates (VAR) into the official record, as calculated in accordance with Texas Tax Code.**

No Action was taken on this item

6.3 **Consider approval for Proposed 2025 Property Tax Rate and call Public Hearing on September 25, 2025. A record vote is required.**

No action was taken on this item.

6.4 **Consider approval of the Proposed Fiscal Year 2025-2026 Budget and calling Public Hearing on September 25, 2025. A record vote is required.**

Council requested the following projects be included in the proposed budget:
Renovations to City Hall and the Police Station
All presented one-time expenses including digitizing records, two mowers, new excavator, and Public Affairs software
Resurfacing of the basketball court
Removal of Hester Park parking expansion and addition of Robinson Park parking
Demolition of Pine Gully Pier

After item 6.8 Mayor Sweeney returned to this item to clarify that approval also included the approval of a Public Hearing on September 25, 2025 and a role call vote was conducted.

Motion:	To Approve with project additions noted
Made By:	At-Large Position 2 Sessum
Seconded By:	At-Large Position 1 Kubena
Vote:	**Passed** by roll call vote: Councilmember Kubena - Approve Councilmember Sanford - Approve Councilmember Hammann - Approve Mayor Sweeney - Approve Councilmember Tollett - Approve Councilmember Cervantes - Approve Councilmember Sessum - Approve

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

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

6.6 Consider and take all appropriate action on an updated proposal between the City of Seabrook and Landmark Aquatic for the Pelican Bay Renovation and Aquatic Design in an additional design amount of $24,480.00. This item is part of the 2025 Bond Program.

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

6.7 Consider and take all appropriate action on a proposal to approve use of Hotel Occupancy Tax (HOT) funds for promoting and hosting a Seabrook Fleet Week event on November 11, 2025, and related expenses. This is FY2026 budget consideration.

City Manager Cook presented the proposal including a drone show, kids craft area, and food planned for the event.

Motion:	To Approve an amont not to exceed $100,000
Made By:	At-Large Position 2 Sessum
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	**Passed** unanimously by all present

6.8 Consider and take all appropriate action the License Agreement between the City of Seabrook and Texas Markets.

Representatives from Texas Markets were present to address questions from the Council and presented a petition and success highlights. **See Attachment C**. The Council expressed concerns regarding the need for additional vendors from Seabrook local businesses, and the timely removal of portable restrooms following each event. In response, the representatives explained that the portable restrooms could not be removed until the bathroom vendors completed their designated routes. They assured the Council that, in the future, the restrooms would be cleared after each event. Additionally, the Council requested that the contractual agreement be amended to explicitly state this expectation and to specify the frequency of the events for clarity.

Motion:	To Postpone until contract language is clarified
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	**Passed** unanimously by all present

7. EXECUTIVE SESSION

Mayor Sweeney adjourned into Executive Session at 8:02 pm.

7.1 Conduct a Closed Session pursuant to Texas Government Code Sections: 551.087 Deliberation regarding economic development negotiations; 551.071 Consultation with attorney on matters in which the City Attorney has a duty to advise City Council in closed executive session.

8. OPEN SESSION

Mayor Sweeney reconvened into Open Session at 8:50 and stated no action was taken.

9. ROUTINE BUSINESS

9.1 Establish future meeting dates and agenda items.

Mayor Sweeney informed Council the next Regular Meeting would be on September 16, 2025 at 6:00 pm, and a Special Meeting would be held on September 25, 2025 at 6:00 pm.

There being no further action, Mayor Sweeney adjourned the meeting at 8:51 pm.

APPROVED: ______________________________ DATE: ____________________

Jim Sweeney
Mayor

ATTEST: ______________________________

Rachel Lewis, TRMC
City Secretary

SEABROOK

Agenda Briefing

Date of Meeting: September 16, 2025

Responsible Department: City Manager's Office

Presenter: Michael Gibbs, Director of Finance

Briefing Prepared By:

Strategic Focus Area:

General Information:
Consider and take all appropriate action to acknowledge receipt of the Certified Appraisal Roll from the Harris County Appraisal District (HCAD).

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

SEABROOK

Agenda Briefing

Date of Meeting: September 16, 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 the approval to accept the 2025 No New Revenue (NNR) and Voter Approval Rates (VAR) into the official record, as calculated in accordance with Texas Tax Code.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Agenda Briefing

Date of Meeting: September 16, 2025

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on approval of the Proposed 2025 Property Tax Rate, and call Public Hearing on September 25, 2025. A record vote is required.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Agenda Briefing

Date of Meeting: September 16, 2025

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area:

General Information:

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

Executive Summary / Background:

The purpose of this briefing is to request authorization to extend the existing disaster recovery and restoration services contract with **First Onsite Restoration**for the second one-year renewal option, as permitted under the original contract executed on September 1, 2021.

- The City of Seabrook entered into a contract with First Onsite Restoration following RFP 2021-09 for disaster recovery and restoration services.
- The agreement established an initial three-year term with the option of two (2) additional one-year extensions by mutual consent.
- The contract is part of the City's pre-bid disaster planning strategy, ensuring that restoration and remediation services can be mobilized quickly and efficiently in the aftermath of a declared disaster.
- First Onsite Restoration serves as the Secondary Contractor, providing critical backup and redundancy to ensure service continuity.
- **Scope of Services:** The scope remains unchanged. The contractor will continue to provide disaster remediation and recovery services as outlined in the original agreement.
- **Performance:** The contractor has met the City's expectations under the existing term. No major performance issues have been documented that would preclude extension.

- **Financial Terms:** Compensation remains consistent with the original contract terms, with allowable adjustments for fuel and Consumer Price Index (CPI) as provided under the contract escalation clause.
- **Legal & Risk Protections:** All provisions regarding insurance, indemnification, termination rights, and federal compliance remain intact, ensuring the City's risk posture continues to be protected.

Funding / Fiscal Information:

This is not a planned expenditures and would be engaged during a disaster or building repairs, as needed.

Supporting Materials Attached:

1. 2025 Seabrook Contract Extension First Onsite
2. FirstOnsite Contract

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

It is recommended that City Council approve the **second one-year extension** of the contract with First Onsite Restoration. This action will:

- Ensure uninterrupted disaster recovery readiness for the City of Seabrook.
- Maintain compliance with pre-bid disaster planning protocols.
- Provide continuity of service under established terms without disruption or delay in the event of a disaster.

This Contract Extension Agreement (the "Extension Agreement") is made and entered into as of **September 1, 2025**, by and between:

First Onsite Restoration, a corporation, located at 3403 N. Sam Houston Pkwy W Suite 300, Houston, TX 77086

and

City of Seabrook, a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586.

RECITALS

WHEREAS, the parties entered into a Post Disaster Restoration and Recovery Service Agreement 2021-09, dated September 1, 2021 (the "original Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, the parties agree as follows:

1. **Extension of Term:** The Term of the Original Agreement is hereby extended for an additional period of 12 months, commencing on September 1, 2025 and expiring on August 31, 2026.
2. **Terms and Conditions:** Except as expressly modified by this Extension Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the extended Term.
3. **Scope of Services:** The Service Provider agrees to continue providing the Disaster Restoration and Recovery Services as described in the Original Agreement during the Extended Term. Any modifications to the scope of services must be agreed upon in writing by both parties.
4. **Compensation:** The compensation terms outlined in the Original Agreement shall continue to apply during the Extended Term. Any changes to the compensation or payment terms must be documented in a written amendment signed by both parties.
5. **Miscellaneous:**
    - **Entire Agreement**: This Extension Agreement, together with the Original Agreement, constitutes the entire agreement between the parties with

respect to the subject matter hereof and supersedes all prior agreements and understandings.

- **Governing Law**: This Extension Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS.
- **Counterparts**: This Extension Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension Agreement as of the day and year first above written.

First Onsite Restoration

By: ______________________________

Authorized Representative, Title

City of Seabrook

By: ______________________________

Gayle Cook, City Manager

Post Disaster Recovery/Restoration Contract

This CONTRACT ("Contract") is entered into by and between First Onsite Restoration. ("Contractor"), located at 3403 N. Sam Houston Pkwy W Suite 300, Houston, Tx 77086 and City of Seabrook ("City"), a municipal corporation, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

Terms:

1. **Scope of Services:** In the event of a disaster, Contractor agrees, as Secondary Contractor to furnish the City with disaster restoration and recovery services as outlined and priced within the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached hereto. The Contractor shall comply with all city, state and federal laws and regulations.

2. **Term and Termination**: The term of this Contract shall be for three (3) years from the execution date. The Contract may be renewed for two (2) additional one (l) year terms with the mutual consent of both parties, not less than 60 days prior to the expiration of the initial Contract.
   The Contract will not automatically renew. The Contractor shall perform in accordance with the terms and conditions of the Contract. Charges of poor performance shall be documented by the City and submitted to the Contractor for corrective action. If Contractor fails to timely take corrective action or if continued poor performance is determined by City, this will be deemed a breach of these specifications and shall be the cause for immediate termination of the Contract. Notwithstanding anything herein to the contrary, the City of Seabrook and/or Contractor reserves the right to terminate

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

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

3. **Escalation Clause:** The City acknowledges the fluctuating nature of prices, especially for fuel. Therefore in the case of gasoline and diesel fuel prices only, unit prices may be surcharged upward or downward on a weekly basis, based on the local prevailing market prices for fuel as long as the Contractor provides adequate documentation to support the increase in fuel cost. Furthermore, the fee schedule unit prices may be adjusted upward or downward, on the contract anniversary date, based on the United State Department of Labor, Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers or as mutually agreed to by both parties.

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

    (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or

(3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(4) If the Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or

(5) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

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

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

6. **Compensation:** Contractor shall be paid for the services, as set forth in the Proposal submitted in response to Seabrook Request for Proposal 2021-09 Disaster Restoration and Recovery Services, attached and incorporated for all purposes. Nothwithstanding anything herein to the contrary, in case of conflict between Contractor's response to the subject Request for Proposal, and this Contract, and/or the City Request for Proposal 2021-09, this Contract and the City Request for Proposal shall control. The City shall pay Contractor in accordance with the Texas Government Code 2251 and any other applicable state or federal regulations. Contractor must timely submit invoices for all services. Payment for delivery of services rendered shall not be unreasonably withheld or delayed.

   Contractor shall submit invoices directly to the City or to the authorized Monitoring Firm, as instructed by City in the Notice to Proceed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City. All invoices must be emailed to accounts payable, payables@seabrooktx.gov or mailed to:

   City of Seabrook
   Attn: Accounts Payable
   1700 First Street
   Seabrook, TX 77586

7. Insurance: The Contractor shall keep and maintain during the term of this Contract, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:
   1. General Aggregate $1,000,000.00

2. Contractor's Liability $500,000.00
3. Bodily Injury $500,000.00
4. Property Damage $500,000.00
5. Workers Compensation Requirements Per Texas State Law

providing the required coverage shall be authorized under the laws of the State of Texas to underwrite insurance and be acceptable to City.

8. **Bonds:** Prior to issuance of Notice to Proceed, Contractor shall provide payment and performance bonds for the entire estimated cost of restoration and recovery for the disaster event, in standard forms for this purpose and companies authorized under the laws of the State of Texas to act as surety on the subject bonds for principals, guaranteeing faithful performance and payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract. It is specifically stipulated and agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal.

9. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for

all expenses necessary to carry out the services under this Contract, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Contract.

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

11. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Codes and Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

12. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Contract. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Contract and is authorized to execute this Contract according to its terms on behalf of Contractor.

13. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Contract. Contractor warrants that all services performed under this Contract shall be performed consistent with generally prevailing professional or industry standards.

14. **Non-Transferable Contract:** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of

Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is not subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

15. 16R Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Contract.

16. 17UR INDEMNIFICATION: THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF

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

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

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

State Auditor: Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

19. **Jurisdiction:** Any disputes under this Contract shall be brought in a court of competent jurisdiction exclusively in Harris County, Texas and governed by Texas law.

20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

21. **Changes to Contract:** Any changes made to this Contract must be reasonable for the completion of the project scope, made in writing and agreed to by both parties. Changes· include but are not limited to extending the term of the Contract and any alterations to the method of work and prices.

22. **Entire Contract:** This Contract contains the entire Contract between the parties and supersedes all prior Contracts, arrangements, and understanding, oral or written between the parties relating to this Contract. This Contract may not be

modified except by mutual written Contract of the parties executed subsequent to this Contract.

23. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Contract and payments pursuant to the Contract and acknowledges that the Contract may be terminated, and payment withheld if this representation is inaccurate.

24. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.

25. **Products and Materials Produced in Texas:** If Contractor will provide services under the Contract, Contractor covenants and agrees that in performing its duties and obligations under the Contract, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

26. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Contract will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.

27. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

28. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Contract are declared to be severable. The Parties may mutually agree to renegotiate the Contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

29. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Contract, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

30. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Contract by City nor any other conduct, action or inaction of any City representative relating to the Contract is a waiver of sovereign immunity by City.

31. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Contract and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Contract on behalf of City.

32. **Non-Waiver:** No covenant or condition of this Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

33. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Contract Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.

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

[Remainder of page intentionally left blank -signature block on next page].

Executed this XXth day of XXXX, XXXXX.
First Onsite Restoration - "Contractor"

Sierra Bishop

Title/Authorized Representative
Sierra Bishop Regional Account Manager

CITY OF SEABROOK - "City"

Thomas G. Kolupski

Thom Kolupski, Mayor

Attest:

Robin Lenio

Robin Lenio, City Secretary

SPECIAL ADDENDUM
Federal Contract Provisions and Certifications
2 CFR PART 200
Appendix II

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

For each of the items below, Vendor/Contractor ("Vendor") should certify Vendor's/Contractor's agreement and ability to comply, where applicable, by having Contractor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this fom1, the City of Seabrook, Texas, will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the City of Seabrook to purchase from the Vendor or enter into a contract with Contractor using federal funds.

1. Vendor Violation or Breach of Contract Terms:
   Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted

amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? YES SB Initial of Authorized Company Official

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

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

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

its progress and completion as prescribed by the time schedules; or

(4) If the Vendor/Contractor shall fail to remedy any default within ten (I 0) days after written notice thereof from City; or

(5) If the Vendor/Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

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

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

Does Vendor agree? YES SB Initial of Authorized Company Official

3. **Equal Employment Opportunity:**

<u>During the performance of this contract, the contractor agrees as follows:</u>

(1) The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Vendor/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Vendor/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Vendor/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the

rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Vendor/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Vendor/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Vendor/Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the

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

Does Vendor agree? YES SB Initial of Authorized Company Official

4. **Contract Work Hours and Safety Standards Act:·**

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or pe1mit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph of this section.

(3) <u>Withholding for unpaid wages and liquidated damages.</u> The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

Does Vendor agree? YES SB Initial of Authorized Company Official

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

<u>Clean Air Act</u>

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

<u>Federal Water Pollution Control Act</u>

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

$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Does Vendor agree? YES SB Initial of Authorized Company Official

6. **Debarment and Suspension:**

Suspension and Debarment

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a mate1ial representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

requiring such compliance in its lower tier covered transactions.

Does Vendor agree? YES SB Initial of Authorized Company Official

7. **Byrd Anti-Lobbying Amendment**

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

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

Does Vendor agree? YES SB Initial of Authorized Company Official

8. **Procurement of Recovered Materials:**

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

(2)Information about this requirement, along with the list of EPA designate items, is available at the EPA' s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Does vendor agree? YES SB Initial of Authorized Company Official

9. **Additional FEMA Requirements**

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

Does Vendor agree? YES SB Initial of Authorized Company Official

b) <u>Access to Records</u>

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."

Does Vendor agree? YES SB Initial of Authorized Company Official

c) <u>DHS Seal, Logo, and Flags</u>

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

<u>Does Vendor agree? YES SB Initial of Authorized Company Official</u>

d) <u>Compliance with Federal Law, Regulations and Executive Orders</u>

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

Does Vendor agree? YES SB Initial of Authorized Company Official

e) <u>No Obligation by Federal Government</u>

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

Does Vendor agree? YES SB Initial of Authorized Company Official

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

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

Does Vendor agree? YES SB Initial of Authorized Company Official

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

Company Name: Interstate Restoration DBA First Onsite Restoration

Print Name of authorized representative:
Sierra Bishop

Signature of authorized representative:

Date: 09 / 01 / 2021

SEABROOK

Agenda Briefing

Date of Meeting: September 16, 2025

Responsible Department: City Secretary's Office

Presenter: Buddy Hammann, Mayor Pro Tem, At-Large Position 5, Tom Tollett, At-Large Position 3

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and potentially approve all preliminary actions related to placing a ballot measure on the May 2, 2026 election for Seabrook voters to authorize a bond for the construction of Pine Gully Pier.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

SEABROOK

Agenda Briefing

Date of Meeting: September 16, 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 the approval of Resolution 2025-24, Authorizing the City of Seabrook to Participate in the Proposed Opioids Settlement Agreement regarding the State of Texas' and other Governmental Entities' Litigation against Purdue Pharma, L.P. and its Affiliated Debtors for their Role in the National Opioid Crisis and Authorizing the City Manager to execute related documents.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:
1. Resolution 2025-24 Purdue Settlement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ELECTING TO PARTICIPATE IN THE PROPOSED OPIOID SETTLEMENT ARISING OUT OF THE LAWSUIT BROUGHT BY THE STATE OF TEXAS AND OTHER JURISDICTIONS AGAINST PURDUE PHARMA, L.P. AND ITS AFFILIATED DEBTORS FOR THEIR ROLE IN THE NATIONAL OPIOID CRISIS; MAKING FINDINGS; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTATION RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, State of Texas, along with a broad coalition of states and political subdivisions from across the country, sued major opioid distributors, opioid manufacturers and pharmacies for their role in the national opioid crisis; and

WHEREAS, the Texas Attorney General's Office requested that Seabrook and other Texas local governments elect to participate in the settlements, and to express such intent in a resolution by the governing body; and

WHEREAS, the City of Seabrook elected to participate in the settlements and adopted the settlement term sheet provided by the Texas Attorney General's Office in October 2021 (Resolution 2021-16), and which term sheet is now referred to as the "Texas Term Sheet," an intrastate agreement between the state and litigating subdivisions, administered by the Opioid Council; and

WHEREAS, the State of Texas and the other jurisdictions have reached a number of other final settlements with opioid manufacturers, distributors, and pharmacies relative to their respective roles in manufacturing, distributing, marketing, sale and dispensing of opioids, in which settlements the City of Seabrook also elected to participate; and

WHEREAS, the State of Texas and the other jurisdictions have now reached a final settlement with Purdue Pharma, L.P. and its Affiliated Debtors (collectively "Purdue") arising out of the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7306] in the United States Bankruptcy Court for the Southern District of New York, Chapter 11 Case No. 19-23649 (SHL), regarding their role in the manufacturing, distributing, marketing, sale and dispensing of opioids; and

WHEREAS, it is the intent of the City of Seabrook to elect to continue its participation in the opioid settlements and "Opt In" to the Purdue Settlement, and forward to the Texas Attorney General's Office and/or Rubris, the National Opioid Settlements Implementation Administrator such further and additional documentation as may therefore be required.

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

Section 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The City Manager shall be authorized to execute all necessary documentation reflecting the City's election to participate in or "Opt In" to the settlements referenced in this Resolution, as reflected in the document attached hereto labeled as **Exhibit K** being the "Subdivision Participation and Release Form" to participate in or "Opt In" to the Purdue Settlement.

The City Manager shall also be authorized to take any and all other steps requested or authorized by the Texas Attorney General's Office relative to participating in or otherwise opting into the settlement referenced in this Resolution.

Section 3. Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

Section 4. This Resolution shall take effect immediately from and after the date of passage by the City Council, and is so resolved.

PASSED AND APPROVED, this ___ day of __________, 2025.

CITY OF SEABROOK, TEXAS

____
Jim Sweeney
Mayor

ATTEST:

____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

____
David Olson
City Attorney

Exhibit K

Subdivision Participation and Release Form

(Consisting of following four pages.)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "<u>Shareholder Released Claims</u>", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "<u>Released Claims</u>"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

September 2025

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
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October 2025

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

October 2025

October 2025						
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November 2025						
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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 28	29	30	Oct 1 10:00am Coffee with a Cop	2 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	3	4
5	6	7 5:30pm National Night Out 6:00pm Regular City Council Meeting (City Hall)	8	9 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	10	11 8:00am Celebration Seabrook
12	13	14	15	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 8:00am DEA Drug Take Back
26	27	28	29	30	31	Nov 1