



**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF MEETING
THURSDAY, AUGUST 13, 2026 - 6:00 PM**

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

NOTICE IS HEREBY GIVEN THAT THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION WILL MEET ON **THURSDAY, AUGUST 13, 2026 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE ITEMS LISTED BELOW. **ALTHOUGH THIS IS NOT A SEABROOK CITY COUNCIL MEETING, MEMBERS OF THIS BODY MAY ATTEND AND A QUORUM OF THIS BODY MAY BE PRESENT.**

1. PRESENTATIONS

1.1 Presentation by Clear Lake Area Chamber of Commerce.

1.2 Presentation by Bay Area Houston Economic Partnership.

2. 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 Board members, 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

3. PUBLIC HEARING

3.1 Conduct a public hearing on the Proposed FY 2026-2027 SEDC Budget.

4. CONSENT AGENDA

4.1 Consider and take all appropriate action on the approval of the minutes from the July 23, 2026 special EDC workshop and meeting.

5. NEW BUSINESS

5.1 Consider and take all appropriate action on the renewal of the Administrative Staffing Services Agreement for FY 2026-2027, in an amount not to exceed \$268,381. This is a budgeted item for FY 2026-2027.

5.2 Consider and take all appropriate action on the renewal of the Clear Lake Area Chamber of Commerce contract beginning October 1, 2026 through September 30, 2027 in an amount not to exceed \$10,000. This is a budgeted item with Account #: 770-5071-52270.

5.3 Consider and take all appropriate action on a three-year renewal contract between SEDC and the Bay Area Houston Economic Partnership beginning October 1, 2026 through September 30, 2029 in an amount not to exceed \$20,000 per year. This is a budgeted item with Account #: 770-5071-52270.

6. ROUTINE BUSINESS

6.1 Update by EDC Director on monthly reporting and activities.

6.2 Establish future meeting dates and agenda items.

THE EDC BOARD 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, AND VERNON'S TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN ONE OR MORE OF THE FOLLOWING SECTIONS: SECTION 551.071, CONSULTATION WITH ATTORNEY; SECTION 551.072, REAL PROPERTY; SECTION 551.073, DELIBERATION REGARDING A PROSPECTIVE GIFT; SECTION 551.074, PERSONNEL MATTERS; SECTION 551.076, SECURITY DEVICES; AND SECTION 551.087, ECONOMIC DEVELOPMENT) 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 Thursday, August 6, 2026

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

Ranya Botros,
Community & Economic Development Coordinator

**NOTICE OF PUBLIC HEARING
SEABROOK ECONOMIC DEVELOPMENT CORPORATION
THURSDAY, AUGUST 13, 2026 – 6:00 P.M.**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION WILL MEET ON **THURSDAY, AUGUST 13, 2026 AT 6:00 P.M.** IN SEABROOK CITY HALL, 1700 FRIST STREET , SEABROOK, TEXAS, TO HOLD A PUBLIC HEARING ON THE **PROPOSED FY 2026/2027 ECONOMIC DEVELOPMENT CORPORATION BUDGET.**

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.

A BUDGET SUMMARY IS INCLUDED BELOW. COPIES OF THE PROPOSED BUDGET ARE AVAILABLE FOR INSPECTION BY THE PUBLIC IN THE OFFICE OF THE FINANCE OFFICER DURING REGULAR BUSINESS HOURS.

ECONOMIC DEVELOPMENT CORPORATION BUDGET

Economic Development Corporation Budget	
Est Beg Bal-Unreserved	\$5,322,729
Sales Tax	\$1,256,546
Other	\$1200
Interest	\$186,296
Use of Fund Balance	(\$314,764)
Total Revenues	\$1,444,041
Total Resources For Operations	\$5,322,729
Expenditures	
Personnel	\$0
Supplies	\$500
Services	\$679,597
Capital Outlay	\$615,731
Transfer To Other Funds	\$462,977
Total Expenditures	\$1,758,805
Net Revenues	(\$314,764)
End Balance-Unreserved	\$5,007,966
Reserve Fund Balance	\$180,000
Total Funds	\$5,187,966



MEETING MINUTES
JULY 23, 2026

SEABROOK ECONOMIC DEVELOPMENT
CORPORATION
MEETING

Chairman Paul Dunphey called the Seabrook Economic Development Corporation to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were Mayor Jim Sweeney, Paul Dunphey, Terry Chapman, Ann Wacker, and Tracy Powell. Also present were Economic Development Director Rick Guerrero, City Manager Gayle Cook, Finance Director Sahib Rao, and Community & Economic Development Coordinator Ranya Botros.

1. WORKSHOP

1.1 Discussion, presentation, and demo on EDC marketing/advertising initiatives, including the website, digital lead generation, and a marketing campaign for The Point property. *Rick Guerrero, Economic Development Director & Alex de Demko, Golden Shovel*

Economic Development Director Rick Guerrero gave a presentation on EDC marketing/advertising initiatives, including a website and a digital lead generation.

Alex de Demko, John Marshall, and Darren Varley of Golden Shovel gave a presentation on their website product and conducted a demonstration on how their website product looks and functions. In addition, Jeff Suneson of FT locations and John Bryant of Resimplifi answered questions and provided information on their products.

1.2 Discussion and presentation on various short and long-term economic development funded capital projects identified in the City's Capital Improvement Program (CIP) for FY 2027 - 2030 + and the draft FY 2027 SEDC Budget. *Rick Guerrero, Economic Development Director & Sahib Rao, Finance Director*

Sahib Rao, Finance Director gave a presentation on the FY 2027 SEDC Budget.

2. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no public comments.

3. CONSENT AGENDA

3.1 Consider and take all appropriate action on the approval of the minutes of the July 8, 2026 Joint Meeting with City Council and the Planning & Zoning Commission.

Motion:	To Approve
Made By:	EDC Secretary Wacker
Seconded By:	EDC Member Powell
Vote:	Passed unanimously by all present.

3.2 Consider and take all appropriate action on the approval of the minutes of the July 9, 2026 regular EDC meeting.

Motion:	To Approve
Made By:	EDC Vice-President Chapman
Seconded By:	EDC Member Powell
Vote:	Passed unanimously by all present.

4. NEW BUSINESS

- 4.1 **Consider and take all appropriate action on the approval of the new EDC website and digital lead generation provided by Golden Shovel in the amount not to exceed \$92,000.**

Motion:	To Approve
Made By:	Mayor of Seabrook Sweeney
Seconded By:	EDC Secretary Wacker
Vote:	Failed unanimously by all present.

- 4.2 **Consider and take all appropriate action on the approval of the SEDC Financial Figures for FY 2027.**

Motion:	To approve the budget with clarification to generalize two budget figures but leave the \$110,000.
Made By:	Mayor of Seabrook Sweeney
Seconded By:	EDC Secretary Wacker
Vote:	Passed unanimously by all present.

5. ROUTINE BUSINESS

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

Economic Development Director Rick Guerrero indicated the next regular EDC meeting will be held on August 13, 2026.

Motion:	To Adjourn
Made By:	Mayor of Seabrook Sweeney
Seconded By:	None
Vote:	Passed unanimously by all present.

The meeting adjourned at 8:31 p.m.

APPROVED:

Chair

DATE: _____

ATTEST:

Ranya Botros
Community & Economic Development Coordinator

**STAFFING SERVICES AGREEMENT
SEABROOK ECONOMIC DEVELOPMENT CORPORATION
AND CITY OF SEABROOK, TEXAS
FY 2026-2027**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Staffing Services Agreement ("Agreement") is made and entered into by and between the City of Seabrook, Texas (the "City") and the Seabrook Economic Development Corporation ("EDC").

WHEREAS, pursuant to The Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502 and 505 (the "Act"), the City created the EDC and collects, on behalf of the EDC, an additional sales and use tax of which a portion may be used by the EDC to pay certain administrative costs; and

WHEREAS, the EDC desires to utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. The EDC will utilize City employees to perform the following services for and on behalf of the EDC:
 - a. Preparing all financial and investment reports and keeping all financial books and records required by the SEDC's Bylaw. Providing all necessary budgeting, accounting, financial management and investment management through the City's Finance Department.
 - b. Preparing a budget for the forthcoming year for review and approval by the Board and City Council;
 - c. Providing executive and administrative support, review and oversight by various City departments including but not limited to City Manager, City Secretary, Community Development, Administrative Support, Human Resources, Planning & Zoning Commission.

- d. Providing for a repository of records, office and conference space.
 - e. Providing for project management services.
 - f. Providing technology support of hardware, software and phone systems through the City's Information Technology Department and GIS / Data services;
 - g. Any other reasonable services in furtherance of the purposes of the EDC and authorized by the Act.
2. The City and EDC acknowledge that from time to time conflicts between a city employee's primary responsibilities to the City and requests for services from the EDC may arise. The City and the EDC encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the EDC President as necessary to prioritize demands and resolve any conflicts.
3. Consideration
- After having reasonably estimated the amount of time City employees are anticipated to spend performing services for and on behalf of the EDC during the term of this Agreement, the parties have agreed that EDC will reimburse the City in the amount of Two hundred sixty-eight, three hundred eighty-one dollars and no cents (**\$268,381**), as presented in the Fiscal Year 2026-2027 EDC and City budgets. (Reference Exhibit A). Such reimbursement is predicated on the approval of the budget by both the EDC Board and City Council and is contingent upon such amount being collected in sales and use tax dollars for the fiscal year.
4. Term
- The term of this Agreement shall be for one (1) year commencing October 1, 2026, no matter when actually executed. Provided, further, either party may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other.
5. Right to Hire Third Parties
- EDC specifically reserves the right to hire third parties to perform any or all of the services described herein.
6. Notice
- All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

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

Seabrook Economic Development Corporation
Attention: President, Board of Directors
1700 First Street
Seabrook, Texas 77586

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

7. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Seabrook, Texas and the Seabrook Economic Development Corporation, as of _____ day of _____, 2026.

CITY OF SEABROOK

ATTEST:

James 'Jim' Sweeney
Mayor

Rachel Lewis, TRMC
City Secretary

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

ATTEST:

Ann Wacker, Secretary
Board of Directors

Paul Dunphey, President
Board of Directors

SEDC - ADMINISTRATIVE SERVICES DEPT 102

FY 2026-2027

PERSONNEL (Salaries include year end adj + longevity)

ADMINISTRATIVE SERVICES CALCULATION FY 2026-27 SEDC

	EDC DIRECTOR	MARKETING	ADMIN ASST	ACCOUNTING	GIS	TOTAL
TOTAL	152,733.06	140,346.47	78,600.76	176,876.81	67,336.29	615,893.39
FTE	1.00					
EDC ADMINISTRATIVE SERVICES	152,733.06	35,086.62	62,880.61	17,681.68	-	\$ 268,381.97
	100%	25%	80%	10%	0%	



THE CITY OF SEABROOK ECONOMIC DEVELOPMENT CORPORATION AGREEMENT

Member Request by Clear Lake Area Chamber of Commerce:

The Clear Lake Area Chamber of Commerce requests a \$10,000 monetary investment/annual membership from The City of Seabrook Economic Development Corporation during fiscal year 2027. The annual membership detailed in this document is for the period from October 1, 2026, to September 30, 2027. CLACC would submit an invoice to the City by October 1, 2026, and payment would be made to CLACC by October 31, 2027.

Scope of Services:

During the terms of this Agreement, the Clear Lake Area Chamber of Commerce agrees to perform, direct, or fund the following activities and services for the City of Seabrook Economic Development Corporation: Privileges as an Economic Development Partner, are the following:

- All the privileges of the Basic Chamber Membership.
- All the privileges of the Basic Chamber Membership.
- Two Tickets to the Annual Chairman's Ball Awards Gala.
- Two Tickets to every (9) Monthly Membership Luncheon.
- Tuition for one Leadership Clear Lake participant, class of 2029 (beginning August 2028). Class of 2027 (participant has been named.)
- City Name scrolled on home page of Chamber website.
- City Name and Logo in Chamber publications including but not limited to Chamber event programs and PowerPoint presentations.
- E-blast promotions in monthly "On the Horizon" emails to membership on the 15th of each month. (ad due on the 10th) of city-wide public activities.
- Sponsorship of the Christmas Boat Lane Parade in December 2026 (with all the sponsorship perks that are included at the \$2,000 level). (invoiced separately)

Optional Sponsorship:

City of Seabrook, as an option, and not as a requirement to this Agreement, may sponsor the Christmas Boat Lane Parade in December 2026, by the additional payment of \$2,000, which shall be invoiced separately and include benefits awarded to the \$2,000 Bronze Sponsor level.

If the above terms meet with your approval, please indicate your acceptance by signing below.

**CITY OF SEABROOK ECONOMIC
DEVELOPMENT CORPORATION**

**CLEAR LAKE AREA
CHAMBER OF COMMERCE**

City of Seabrook Economic Development Corporation

CEO Cindy H. DeWease

Date Signed

Date Signed



July 29, 2026

Mayor Jim Sweeney
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Dear Mayor Sweeney,

On behalf of the Clear Lake Area Chamber of Commerce, I want to thank you, the City of Seabrook and City of Seabrook Economic Development Corporation for your support and commitment to the mission of the Clear Lake Area Chamber of Commerce as an economic development organization to be "Champions for business success and quality of life in our community".

The Clear Lake Area Chamber of Commerce recognizes and understands challenges facing business owners in today's economic climate. We continue to work diligently on behalf of our members and our community to educate, promote and advocate for business by providing pertinent information on our website www.clearlakearea.com, coordinating informative and educational seminars, produce special events to foster business connections such as the annual Epicurean Evening, Christmas Boat Lane Parade, Business and Wellness Expo and the New Teachers' Luncheon as well as monthly membership luncheons.

As the "voice of business", our Chamber is committed to the success of the business community by:

- Providing timely communications to educate about issues that impact local businesses.
- Spotlighting businesses and gaining visibility for our local community.
- Advocating for business by promoting a pro-business climate and adopting positions to influence public policy through communications with federal, state, and local elected officials. Such as:
 - Organizing over 80 travelers for the Bay Area Houston Day at the Capital in Austin to present our area's legislative agenda jointly produced by the Bay Area Houston Economic Partnership and the Clear Lake Area Chamber. The 89th Legislative Session Agenda topics included support for:
 - Texas Space Commission growth, Defense Economic Adjustment: DEAG grant, Education and Workforce Development, Energy, Healthcare Systems, Public Safety, Small Business, Storm Surge protection, and Transportation and Infrastructure.
 - Joining the Texas Coalition to invest in the state water infrastructure needs to put Texas on the path to have plenty of water for the next 50 years.
 - Continued support of the Houston Airport System, Houston Spaceport's application for a Community Project Funding Grant to help fund a roadway extension project of Enterprise Shuttle Boulevard at Houston's Spaceport.
 - Collaborating with a community grass roots organization to support the filing of HB 4538 to fund the Texas abandoned boats legislation.
 - Visiting congressional offices for continued funding for NASA, Johnson Space Center and Human Space Flight Exploration.
 - Supporting municipalities within our service area by advocating for federal grant funding to advance local infrastructure projects and enhance community quality-of-life initiatives.

- o Submitted a letter of support for the City of Seabrook's TX BUILD planning grant for pre-construction for the Main Street Reconstruction project.

The annual investment from the City of Seabrook and City of Seabrook Economic Development Corporation helps to provide the resources to produce these essential programs which serve our community. Therefore, with your support we continue to help the businesses in the Clear Lake area, Seabrook, and the Bay Area Houston region establish, sustain and/or grow their businesses and their livelihood.

As a volunteer business organization solely funded by membership investments and special events, our Chamber's Officers, Directors, volunteers and staff continue to produce timely and meaningful programs and strive to accomplish our ambitious annual agenda. Clearly the collaboration between the City of Seabrook, City of Seabrook Economic Development Corporation and the Clear Lake Area Chamber of Commerce proves our mutual objective to achieve our goals of economic growth and superior quality of life.

As a reminder the annual agreement between City of Seabrook, City of Seabrook Economic Development Corporation and the Clear Lake Area Chamber of Commerce begins in October. Listed below are the investment benefits as well as the Christmas Boat Lane Parade sponsorship:

The investment of \$12,000 annually would be applied accordingly (invoiced separately):

- \$10,000 – Annual Investment for FY 2027 beginning October 2026.
- \$2,000 – Annual Christmas Boat Lane Parade Sponsorship for 2026.

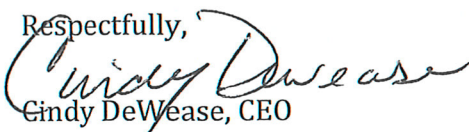
In appreciation for your investment the City of Seabrook/City of Seabrook Economic Development Corporation will receive:

- All the privileges of the Basic Chamber Membership.
- Two Tickets to the Annual Chairman's Ball Awards Gala.
- Two Tickets to every (9) Monthly Membership Luncheon.
- Tuition for one Leadership Clear Lake participant, class of 2029 (beginning August 2028). Class of 2027 (participant has been named.)
- City Name scrolled on home page of Chamber website.
- City Name and Logo in Chamber publications including but not limited to Chamber event programs and PowerPoint presentations.
- E-blast promotions in monthly "On the Horizon" emails to membership on the 15th of each month. (ad due on the 10th) of city-wide public activities.
- Sponsorship of the Christmas Boat Lane Parade in December 2026 (with all the sponsorship perks that are included at the \$2,000 level). (invoiced separately)

Please contact me, Cindy DeWease, Chief Executive Officer of the Clear Lake Area Chamber of Commerce at 281-488-7676 or cindy@clearlakearea.com if you have questions regarding the Chamber and/or this pending agreement.

The City of Seabrook was one of our Chamber's founding cities in 1962. On behalf of the Officers, Directors, membership, and staff **thank you** for the opportunity to serve the business community of the City of Seabrook for the past 64 years and into the future.

Respectfully,



Cindy DeWease, CEO

cc. Paul Dunphey, President, Seabrook Economic Development Corporation Board
Gayle Cook, City Manager, City of Seabrook

**SEABROOK
ECONOMIC DEVELOPMENT
CORPORATION (EDC)**

§
§
§
§
§
§
§

**KNOW ALL MEN BY THESE
PRESENTS:**

**BAY AREA HOUSTON ECONOMIC
PARTNERSHIP (BAHEP)**

THIS CONTRACT is made and entered into by and between the CITY OF SEABROOK, TEXAS, ECONOMIC DEVELOPMENT CORPORATION (“EDC”), and the BAY AREA HOUSTON ECONOMIC PARTNERSHIP (“BAHEP”).

WITNESSETH:

WHEREAS, EDC desires to promote the development of business and commerce within the City of Seabrook (“City”), including the location and development of new business and the retention and expansion of existing business, specifically including the retention of business and jobs associated with the National Aeronautics and Space Administration (“NASA”) and its vendors; and

WHEREAS, EDC finds and determines that the development of business within the region promotes the economic welfare and well-being of City and its residents by, among other things, expanding the tax and employment bases of City and, therefore, enhancing the health, safety, welfare and quality of life of the residents; and

WHEREAS, BAHEP was formed for the purpose of, among others, promoting and encouraging, or causing to be promoted and encouraged, the formation of new businesses and the retention and expansion of existing businesses that create or retain primary jobs, the relocation of existing businesses, and the general diversification of the economy of and in all or a portion of Harris County and the surrounding area, which area includes the City and EDC; and

WHEREAS, the EDC desires to contract with the BAHEP to provide, or cause to be provided, economic development services as herein described for and on behalf of EDC; and

WHEREAS, BAHEP is willing to provide, or cause to be provided, in exchange for the consideration herein expressed, the economic development services desired by EDC; and

WHEREAS, EDC and BAHEP agree that, in order to foster and promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts, information and data developed, generated, or received by BAHEP should remain privileged and confidential, except as herein provided or where inconsistent with the provisions of the Texas Public Information Act that are applicable to information held by EDC; now, therefore,

For and in consideration of the premises and mutual covenants herein contained, it is hereby agreed as follows:

ARTICLE I

QUALIFICATIONS OF BAHEP

SECTION 1.01. Representations and Warranties of BAHEP.

BAHEP hereby represents and warrants as follows:

A. BAHEP will engage in an on-going effort to attract new business to the City and to encourage the retention and expansion of existing businesses that create or retain primary jobs within the region.

B. BAHEP will coordinate its activities with other area economic development organizations within Harris County and seek to enhance cooperation throughout the area in furtherance of efforts on City's and EDC's behalves hereunder.

C. BAHEP is a nonprofit economic development organization having as its principal purpose the promotion of economic development Harris County, including the City.

ARTICLE II

SCOPE OF SERVICES

Section 2.01. Services to be Provided.

BAHEP will provide the following basic services:

A. Consulting and Ancillary Economic Development Services: BAHEP shall provide ongoing consulting and ancillary economic development services by promoting and encouraging the retention and expansion of existing City businesses, while encouraging the location of new businesses into the City that create or retain primary jobs. BAHEP personnel shall be available to assist the EDC, its staff and consultants, and EDC or City committees or volunteer groups, to develop economic development strategies and incentives for proposed projects.

B. Advisory Services: BAHEP shall provide its expertise and staff to assist and advise staff as identified by EDC and the City who are assigned to economic development functions.

C. NASA / Retention and Recruitment of Selected Industries. BAHEP shall continue to work to enhance the development of the NASA Johnson Space Center, which will also benefit Seabrook's economic vitality. The following targeted economic clusters have been identified for Seabrook: aerospace and aviation, healthcare, and tourism and recreation. BAHEP shall work towards recruiting such companies to the City.

D. Healthcare Industry Recruitment: BAHEP shall also work with the EDC to recruit healthcare institutions to the city. BAHEP, through its Healthcare Committee, will provide opportunities for the City to collaborate with “health care provider” members.

E. To provide means to measure the accomplishment of the Economic Development Services provided to EDC, the following specific services shall be provided:

1. Attendance at two trade shows as related to targeted economic clusters;
2. Inclusion of Board members in the annual Citizens for Space Exploration trip to Washington D.C.;
3. Provide eight project leads to Seabrook;
4. Inclusion of staff or Board members in developing regional economic development strategies;
5. Two meetings by BAHEP, with appropriate staff or Board members, with site selectors or developers representing companies seeking to expand or relocate;
6. Participate in two broker events every other year;
7. Assist in developing best practices and expertise in developing an economic development strategy for the City;
8. Participate in EDC meetings as requested by EDC;
9. Collaborate with the City and other regional organizations to protect and grow Ellington Airport, Ellington Field, and Houston Spaceport;
10. BAHEP shall collaborate with San Jacinto College and the Houston Airport System to continue development of aviation, aerospace and technology curricula for the EDGE Center at the Houston Spaceport;
11. Provide a semi-annual activities report, an annual written report, and presentation relating to performance to the agreement; and
12. Provide copies of annual reports, and initiatives undertaken by BAHEP.

ARTICLE III

TIME OF PERFORMANCE

Section 3.01. Time of Performance.

A. This Agreement shall be in effect for the period beginning October 1, 2026, and ending September 30, 2029 in accordance with the current fiscal year's budget (FY 2025-2026) and may be funded in the next three budget years, subject to the annual approval of the EDC budgets for fiscal years 2026-2027, 2027-2028 and 2028-2029.

B. Upon approval of the EDC budgets for fiscal years 2026-2027, 2027-2028, and 2028-2029 by EDC Board and City Council, this agreement shall be automatically extended to include the next annual cycle, subject to the limitations provided in Article 5.01.

ARTICLE IV

PAYMENT FOR SERVICES

Section 4.01. Fees.

A. For and in consideration of the services to be performed by BAHEP, and subject to compliance with the terms of this Contract; EDC shall pay to BAHEP a base amount not to exceed TWENTY THOUSAND AND NO/100ths DOLLARS (\$20,000) annually for the performance of services provided herein, subject to budget approval in each budget year as noted above.

B. BAHEP shall submit quarterly billing statements to EDC, describing the services performed and EDC shall promptly process such statements, and upon certification and review, make payment to BAHEP within thirty (30) days of EDC's receipt of such statements.

ARTICLE V

TERMINATION

Section 5.01.

Either party may terminate this Agreement upon thirty (30) days written notice for any reason or upon default by the other party. "Default" by a party occurs if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should a default occur, the party against whom the default has occurred shall have the right to terminate all or any part of its duties under this Agreement, as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided, however, (i) such termination is ineffective if, within the 30-day period, the defaulting party cures the default,

or (ii) the termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Section 5.02.

The parties hereto specifically acknowledge that the funds allocated for payment to BAHEP by EDC are derived from tax revenues collected pursuant to the authority of Texas Local Government Code Chapters 501, 502, and 505, and that this Agreement is based on the estimated tax revenues to be collected during the term of this Agreement for Fiscal Year 2025-2026 and subsequent years. BAHEP further understands, acknowledges, and agrees that expenditures must be approved on an annual basis by the Board of the EDC and the City Council of the City, and that if the tax revenues estimated or actually collected are less than the annual payment described in Section 4.01.A., EDC shall be under no obligation to reimburse BAHEP for the full amount set forth in such section and the Parties may terminate or renegotiate this Agreement. BAHEP and EDC further acknowledge that this Agreement is anticipated to extend into fiscal years 2027-2028 and 2028-2029, but funds may not be available in the future. Alternatively, EDC or the City of Seabrook may elect to fund this Agreement at any time from any lawful source.

Section 5.03.

Any party desiring to terminate this Contract may do so, with or without cause, upon thirty (30) days' notice thereof, as provided in Section 6.05 hereof.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 Independent Contractor.

The relationship of BAHEP to EDC hereunder shall be that of an independent contractor. EDC shall have no authority to direct the day-to-day activities of any of BAHEP's employees, shall have no authority over BAHEP's decisions, and shall have no rights to ownership of internal working papers or other information or data of BAHEP, except as otherwise specifically authorized or required herein.

Without in any way limiting the generality of the foregoing, it is specifically acknowledged and agreed that BAHEP has bargained for the confidentiality of all internal information and data that it generates other than that required to be submitted to EDC pursuant to Article II and Section 6.06 hereof. The parties agree that such confidentiality is necessary to foster and to promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts. Subject to the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 that may be applicable to such documents, EDC agrees that it shall endeavor to protect and hold confidential all information submitted to EDC, to the extent that such information satisfies any exception to the Texas Public Information Act.

Section 6.02. Parties in Interest.

This Contract shall be binding on and inure to the benefit EDC and BAHEP and shall not bestow any rights upon any third parties.

Section 6.03. Nonwaiver.

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

Section 6.04. Applicable Laws.

This Contract shall be subject to and construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction hereover. This Contract is performable and venue is exclusive in Harris County, Texas.

Section 6.05. Notices.

All notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following deposit into a United States Postal Service post office or receptacle with proper postage affixed thereto, sent Certified Mail, Return Receipt Requested, addressed to the respective other party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

EDC	Paul Dunphey President, EDC 1700 First Street Seabrook, Texas 77586
-----	--

BAHEP	Brian Freedman Bay Area Houston Economic Partnership P.O. Box 58724 Houston, Texas 77258
-------	---

Section 6.06. Audits.

BAHEP shall provide to City, within ninety (90) days following the close of Contractor's fiscal year, its audited financial statements for the preceding year prepared by an independent certified public accountant.

Section 6.07. Entire Agreement.

This Contract contains the entire agreement of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any changes of amendments to the rights or obligations of the parties hereunder must be made in writing and signed by both parties.

Section 6.08. Ambiguities.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 6.09. Effective Date.

This Agreement shall become effective October 1, 2026, and conclude on September 30, 2029, covering a 3-year term.

Section 6.10.

The City Council of the City of Seabrook has approved this Agreement as required by law, but is not a party hereto, and is not liable for any obligations or agreements made hereunder.

EXECUTED IN DUPLICATE ORIGINALS, in Seabrook, Harris County, Texas;

(SIGNATURE PAGE FOLLOWS)

APPROVED BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION on
the _____ day of _____, 2026.

**SEABROOK ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Paul Dunphey, President

ATTEST:

Ann Wacker, Secretary

**BAY AREA HOUSTON ECONOMIC
PARTNERSHIP**

Brian Freedman, President

ATTEST:

Bob Payne, Director of Contracts

APPROVED BY CITY COUNCIL on the _____ day of _____, 2026.

CITY OF SEABROOK

By: _____
Jim Sweeney, Mayor

ATTEST:

Rachel Lewis, City Secretary