

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MAY 18, 2022 - 5:00 P.M.
CHARLES T. DOYLE CONVENTION CENTER
2010 5th Ave N.Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Leonora Mata	Parks & Recreation	05/17/2012	10 years
Cindy Sunday	Sanitation	05/14/2007	15 years
Nicole Best	Parks & Recreation	05/14/2007	15 years
Michael Stump	Sanitation	05/06/2002	20 years

(5) REPORTS

(a) Bickerstaff Initial Assessment- Redistricting

(b) Moore Memorial Library Report

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for May 4, 2022 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 2022-043, awarding a contract with Matrix Consulting Group for a Comprehensive Police Department Utilization and Staffing Study. (Police Department)

(c) Consider and take action on Resolution No. 2022-044, approving and awarding Bid No. 2020-079 Sodium Hypochlorite Annual Contract. (Public Works)

- (d) Consider and take action on Resolution No. 2022-045, approving and awarding Bid No. 2020-015 Sodium Bisulfite Annual Contract. (Public Works)
 - (e) Consider and take action on Resolution No. 2022-046, authorizing signatories for the Community Development Block Grant - Mitigation (CDBG_MIT) Hazard Mitigation Grant Program (HMGP) Supplemental for GLO state contract number 22-119-003-D373. (Emergency Management)
 - (f) Consider and take action on Resolution No. 2022-047, approving the purchase of law enforcement grade ALPR cameras and technology from Flock Safety, a sole-source provider, for use by the Texas City Police Department. (Police Department)
 - (g) Consider and take action on Resolution No. 2022-048, approving and awarding a Request for Proposal (RFP) for career counseling services from Craving For A Change, Inc. (Community Development)
- (8) REGULAR ITEMS
- (a) Consider and take action on Ordinance No. 2022-10, amending the fiscal year 2021-2022 budget to appropriate funds for a Police Department utilization and staffing study. (Finance)
 - (b) Consider and take action on Ordinance No. 2022-11, amending the fiscal year 2021-2022 budget to appropriate funds for purchase of law enforcement grade ALPR Cameras and system technology to be placed throughout the City. (Finance)
- (9) MAYOR'S COMMENTS
- (10) COMMISSIONERS' COMMENTS
- (11) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON MAY 13, 2022, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 05/18/2022

May 2022 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Service Awards			
Leonora Mata	Parks & Recreation	05/17/2012	10 years
Cindy Sunday	Sanitation	05/14/2007	15 years
Nicole Best	Parks & Recreation	05/14/2007	15 years
Michael Stump	Sanitation	05/06/2002	20 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 05/18/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Bickerstaff Redistricting Presentation

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Report

City of Texas City 2021 Redistricting

Initial Assessment

BICKERSTAFF HEATH DELGADO ACOSTA LLP

3711 S. MoPac Expressway
Building One, Suite 300
Austin, Texas 78746
(512) 472-8021

www.bickerstaff.com

REDISTRICTING

Applicable Law

Three Principles, plus

“One person – one vote”
(equal population)

Voting Rights Act § 2
(nondiscrimination)

Shaw v. Reno
(limits use of race)

Plus, as diagnostic tool:
Voting Rights Act § 5
(retrogression)

Redistricting

One Person - One Vote

§ U.S. Constitution – single-member districts must have *approximately equal populations*

§ Rule of thumb: **total deviation < 10%**

- Compare most populous and least populous districts to “ideal”-sized district
- Add both departures from ideal together

<u>District</u>	<u>Ideal district</u>	<u>District total pop.</u>	<u>Difference</u>	<u>Deviation</u>
A	10,000	11,000	1000	+ 10.0 percent
B	10,000	10,750	750	+ 7.5 percent
C	10,000	10,250	250	+ 2.5 percent
D	10,000	8,000	- 2000	- 20.0 percent
<hr/>				
Totals:	40,000	40,000	net= 0	net= 0 percent

Total maximum deviation = difference between most populous and least populous districts = 10 percent + 20 percent = 30 percent.

Example Deviation Calculation

Available Census Data

PL94-171 File

- n “Census block” level
- n Total population
- n VAP
(voting age
population)
- n Race
- n Hispanic origin



What Population Do You Use?

Total Population

- To determine one person - one vote

VAP

(Voting Age Population)

- To measure voting rights issues

Section 2 of the Voting Rights Act

- No discrimination on basis of race or language minority status
- Generally, avoid *cracking or packing*
- *Cracking or fracturing* is dividing minority voters to fragment their voting power.
- *Packing* is concentrating minority voters when dividing them would permit the group to elect their candidates of choice in more than one district
- Other practices can also violate Section 2

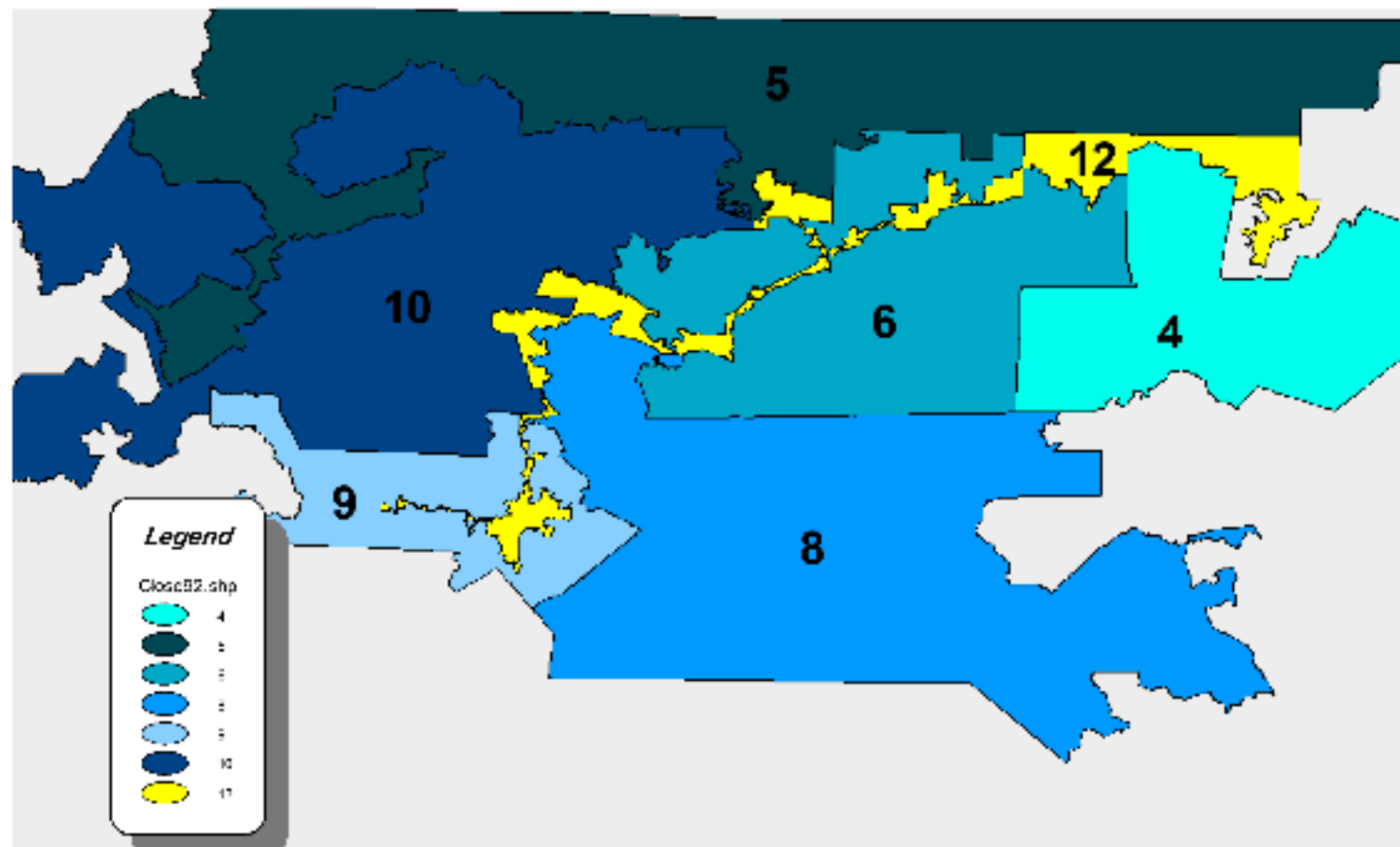
14th Amendment (*Shaw v. Reno*)

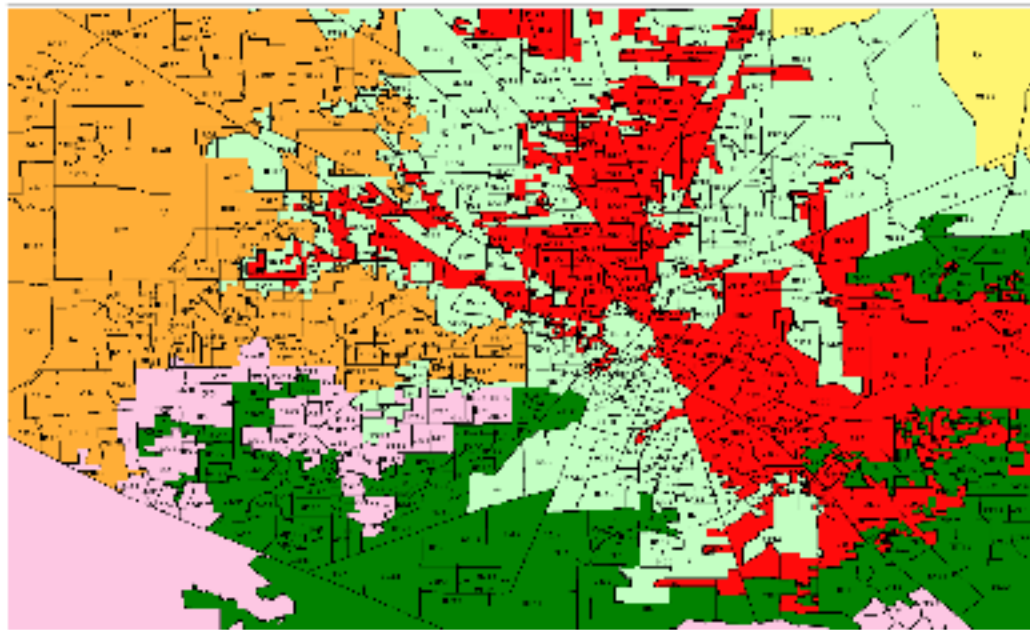
Limits race-based decision making, including redistricting

Was race the predominant consideration in drawing a redistricting plan?

If so, is the plan a *narrowly tailored* means of addressing a *compelling governmental interest*?

CLOSE UP OF NORTH CAROLINA 1992 PLAN A



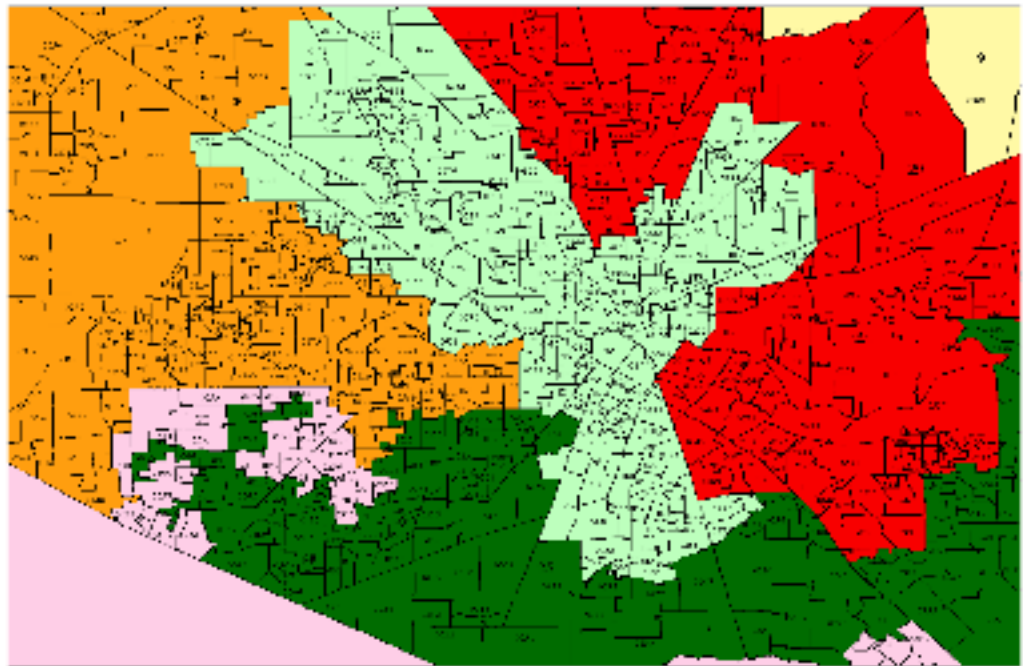


Central Harris County
PLAN 1597

Bush v. Vera

AFTER

BEFORE



Central Harris County
PLAN 766

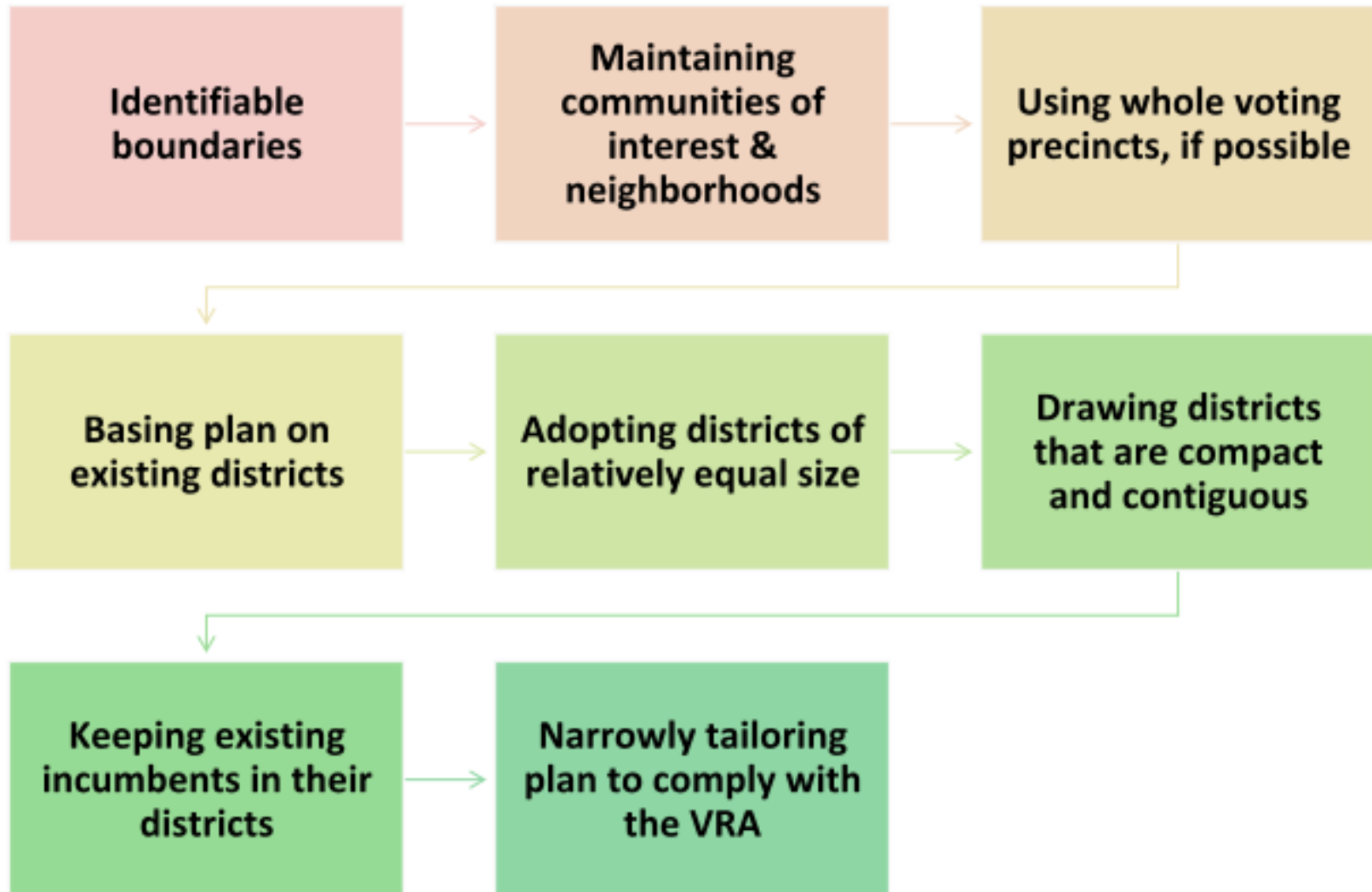
Redistricting Standards under Shaw-Reno Line of Cases

- § Usually, race may not be the predominant factor to the subordination of traditional districting principles
- § But it is OK to be aware of race and to consider race *to satisfy Section 2 and Section 5*
- § To “narrowly tailor,” use race no more than necessary
- § Bizarrely-shaped districts not unconstitutional per se
 - Bizarre shape may be evidence that race predominated

Section 5 of the Voting Rights Act

- § Preclearance no longer required (*Shelby County v. Holder* (2013))
- § Section 5 standard is “retrogression”
 - § Are minorities worse off under the new system?
 - § Still a useful diagnostic tool to identify potential Section 2 issues
- § No discriminatory purpose or effect

Adopt Criteria



Steps To Balancing Conflicting Legal Obligations In Redistricting

Plan ahead

- Build a record

Be Aware

- Of legal obligations and responsibilities

Adopt

- Criteria that reflect traditional redistricting principles, including consideration of race to the extent required to meet obligations under the Voting Rights Act

Pay Attention

Steps To Balancing Conflicting Legal Obligations In Redistricting



Analyze the final plan in terms of how well it conforms to the adopted criteria



Make sure the analysis is considered by the City Council before plan adoption



Avoid districts that are not compact

Plan Development Elements

Initial Assessment

Adopt plan criteria, guidelines

Develop illustrative plan(s)

Public comment / hearing

Analyze comments

Adopt final plan

Implementation



Proposed Redistricting Time Line

TBD - Present Initial Assessment

TBD - First Drawing Workshop

TBD - Second Drawing Workshop

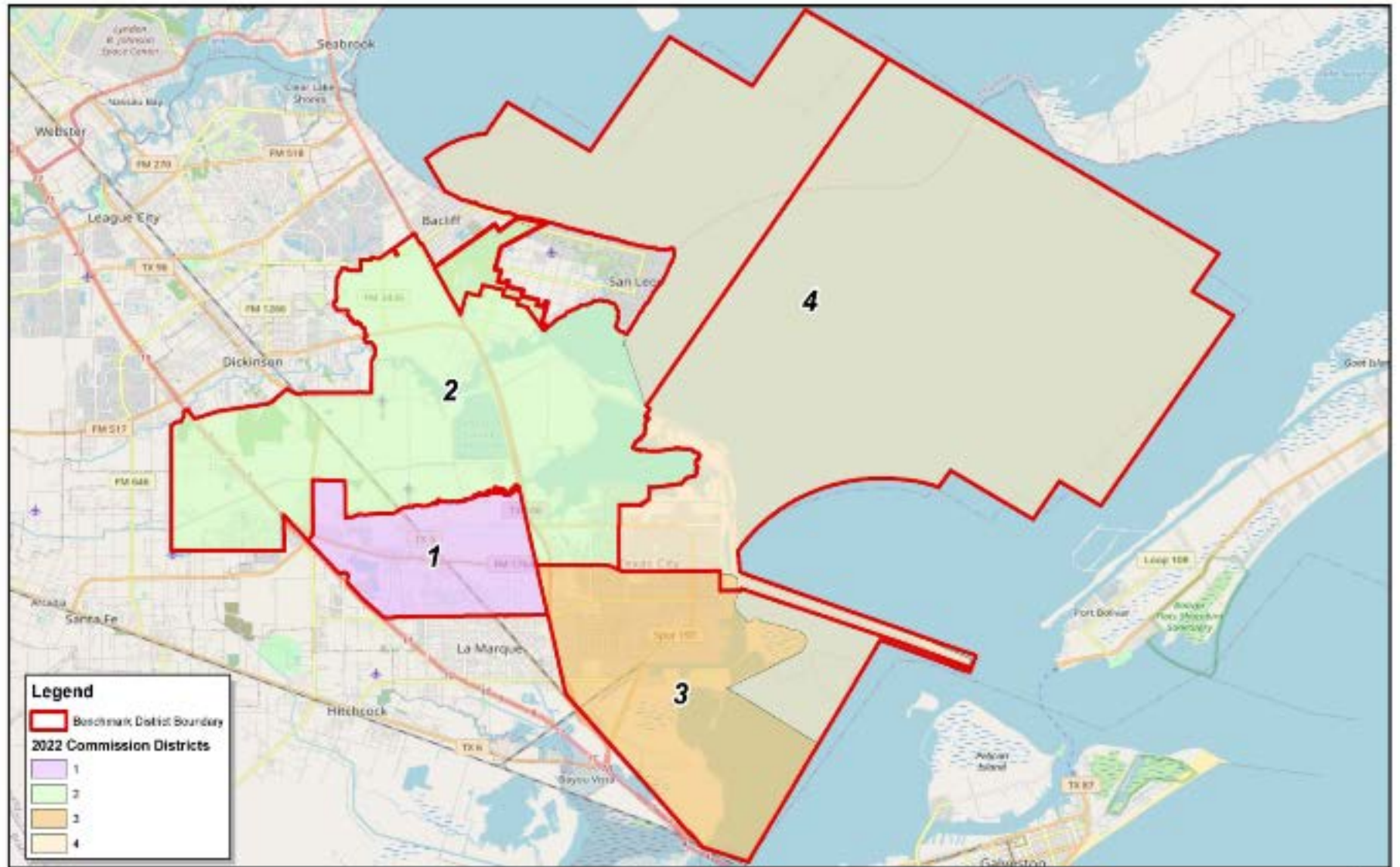
TBD - Final Adoption



City of Texas City

2011 Benchmark with 2020 Census Data

Current City Commission Districts



Legend

- Benchmark District Boundary
- 2022 Commission Districts
- 1
- 2
- 3
- 4



Texas City Commission Districts 2022 Initial Assessment

Created: 3/31/2022
Differences between the Benchmark Boundary and the 2021 Census Geography.

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other
features obtained from the 2020
Tigerline files, U.S. Census Bureau



City of Texas City
Overall Deviation For Current City Commission Districts
Using 2020 Census Data

Texas City Commission Districts - 2022 Initial Assessment



Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 3/30/2022 5:27:03 PM

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	15,087	13,020	15.88%	22.59%	23.88%	48.21%	1.28%	4.12%
2	14,220	13,020	9.22%	30.41%	44.32%	18.87%	2.23%	4.16%
3	10,521	13,020	-19.19%	40.18%	30.94%	24.95%	0.55%	3.38%
4	12,250	13,020	-5.91%	33.94%	48.02%	12.67%	1.03%	4.33%
TOTAL:	52,078			30.95%	36.57%	27.14%	1.33%	4.03%

Ideal Size: 52078 / 4 = 13020

Total Population: 52,078

Overall Deviation: 35.07%

Some percentages may be subject to rounding errors.

City of Texas City
Overall Deviation For Current City Commission Districts
Using 2020 Census Data

Texas City Commission Districts - 2022 Initial Assessment



Demographics Report - Summary 2020 Census Voting Age Population

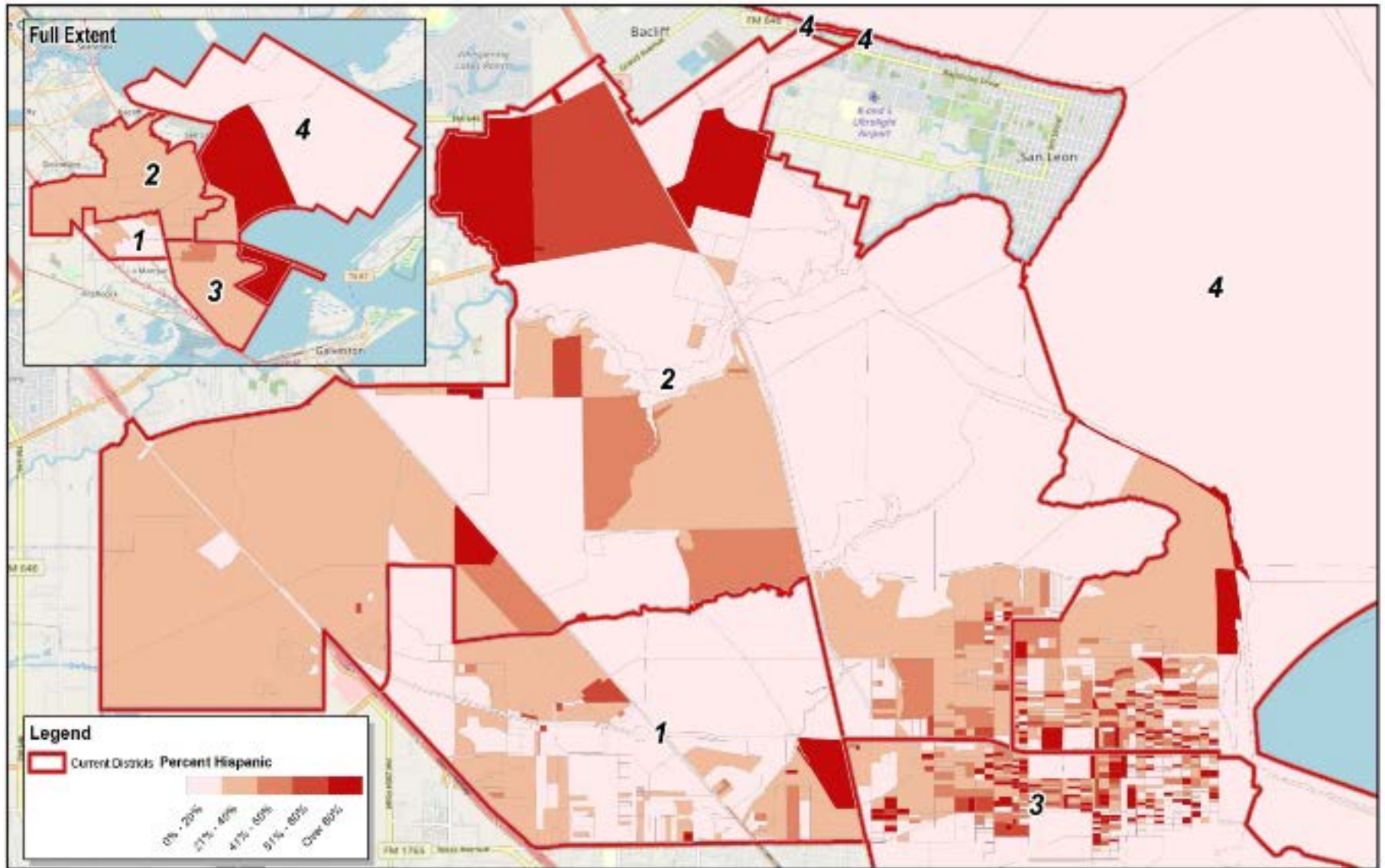
Plan Last Edited on: 3/30/2022 5:27:03 PM

District	Total VAP*		Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	11,279		19.83%	26.61%	48.44%	1.38%	3.83%
2	11,011		27.45%	48.15%	18.46%	2.35%	3.58%
3	7,694		37.31%	34.05%	25.23%	0.61%	2.79%
4	9,262		30.66%	52.87%	11.62%	1.13%	3.71%
	39,246		27.95%	40.31%	26.79%	1.44%	3.53%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Thematic Maps



Texas City Commission Districts - 2022 Initial Assessment
Percent Hispanic by 2020 Census Block

© 2022 Bkkrstaf Heath Delgado Acosta LLP
Data Source: Roads, Water and other
features obtained from the 2020
Tiger/line files, U.S. Census Bureau

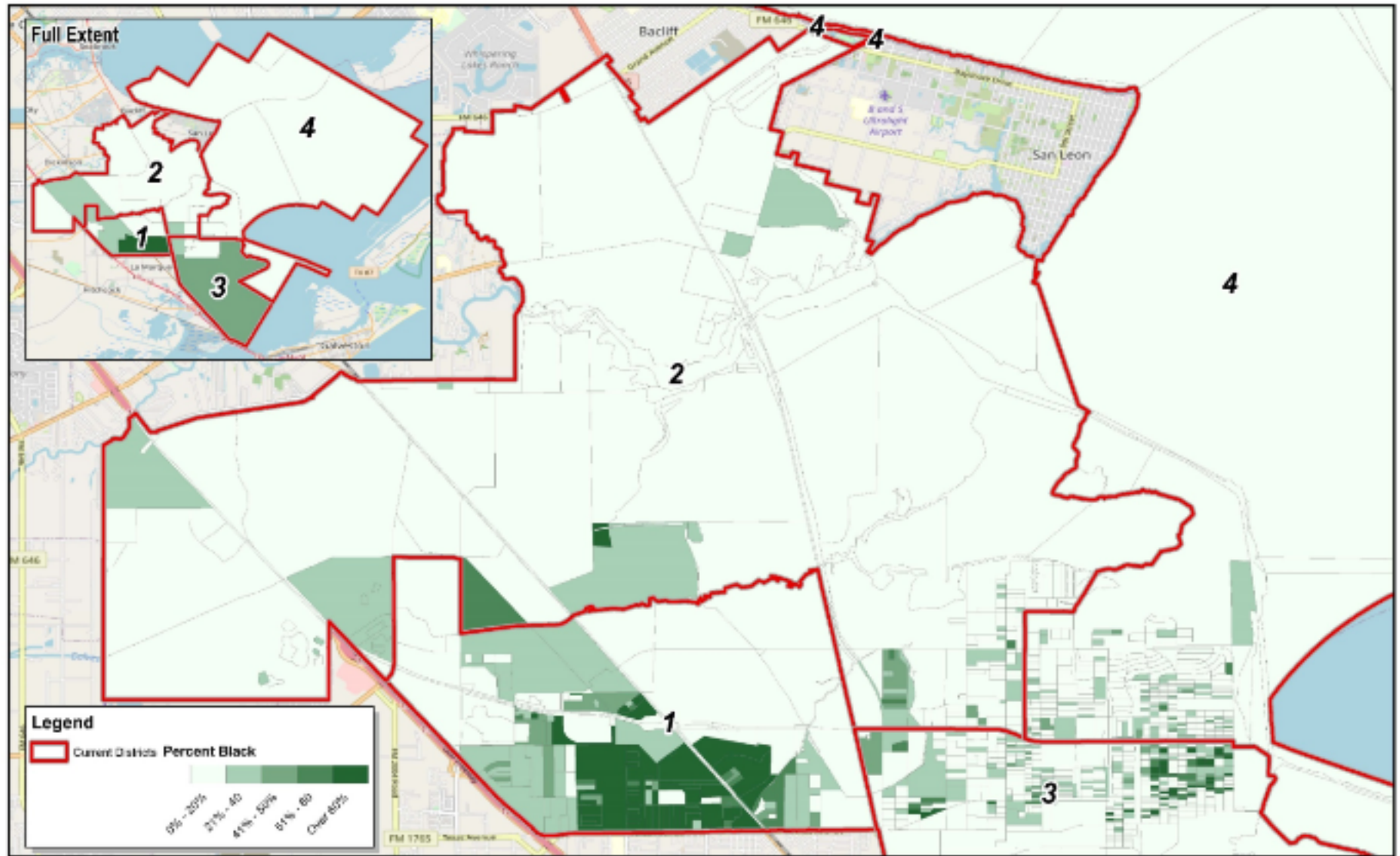


0 0.5 1 2 Miles

Created: 3/31/2022

Differences between the Beachmax Boundary and the 2021 Census Geography.

Thematic Maps



**Texas City Commission Districts - 2022 Initial Assessment
Percent Black by 2020 Census Block**

0 0.5 1 2 Miles

Created: 3/31/2022

Differences between the Benchmark Boundary and the 2021 Census Geography.

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Data Source: Roads, Water and other
features obtained from the 2020
Tigerline files, U.S. Census Bureau



City of Texas City 2021 Redistricting

Initial Assessment

BICKERSTAFF HEATH DELGADO ACOSTA LLP

3711 S. MoPac Expressway
Building One, Suite 300
Austin, Texas 78746
(512) 472-8021

www.bickerstaff.com

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 05/18/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Moore Memorial Library Report

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Report

MOORE  **MEMORIAL**
PUBLIC LIBRARY

GOING
FORWARD

SNAPSHOT

**Service Pop:
Over 58,000**

**Borrowers:
Almost
25,000
card holders**

**Visits:
Average
8,000-10,000
Pre-Covid**

**Average
Programs
Held:
Over 400
annually**

**Average
Program
Attendance:
Over 4,000
annually**

**Over 150,000
catalogued items
Nearly 14,000 digital
books**

Think "Outside" the Library Box

Outreach

Getting out of the library and into the community!

**The Way
Things Are
Done**

Library Space

Your home, office, and classroom away from home!

Programming

Programs that bring new people in and keep them coming back!

Service

More One-on-One help than any library in the community!

Partnerships

Teamwork that makes the dream work!

OUTREACH 2.0

01 Community Gatherings
Go where the people are!

02 City Events
Hooking our wagon to a star!

03 Marketing
Make social (and all) media work for us!



WE WANT YOU!

Volunteers

Archival Assistance

Library Ambassadors

Storytime Support



Marketing

GET
THEM
WHERE
THEY
LIVE



PROGRAMMING

Innovative

Programs that reflect our values, inspire our community, and lead to future growth

Attractive

GET PEOPLE IN THE DOOR!

Collaborative

Programs that lead to new partnerships and community-led groups



SERVICE EXCELLENCE

Always Do Moore

Moore time with patrons

Moore support for partners

Moore intradepartmental assistance



KEEPING HISTORY ALIVE

Oral Histories

African American Oral History
Hispanic Oral History Project

Digital Archive

The past just a click away!



THE PLACE TO BE



PARTNER UP

Community Groups

Health and Human Services Groups, NGOs, Charities, Etc.

TCISD

Outreach,
Programming,
Curriculum support

Everyone Else

City Departments, General public, Other libraries, etc.

BACK TO SCHOOL



Ser y Hacer

GALCO Galveston County Library System



Texas City
EST. 1911



Workforce Solutions



GOLDEN DIVISION

COM
College of the Mainland



PARTNER UP!

MOORE  MEMORIAL
PUBLIC LIBRARY

ANY
QUESTIONS?

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 05/18/2022

Matrix Consulting Group for a Comprehensive Police Department Utilization and Staffing Study

Submitted For: Joseph Stanton, Police Department

Submitted By: Rhomari Leigh, City Secretary

Department: Police Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 2022-043, approving and awarding a contract for RFP No. 2022 - 013, Comprehensive Police Department Utilization and Staffing Study to Matrix Consulting Group.

BACKGROUND

Proposals for a Comprehensive Police Department Utilization and Staffing Study were opened on April 7, 2022, in response to RFP No. 2022 - 013. A total of four (4) firms submitted proposal as outlined below:

1. Berry Dunn, 2211 Congress Street, Portland, ME 04102-1955 - \$65,000
2. Matrix Consulting Group, 1650 S. Amphlett Blvd., Suite 213 San Mateo, CA 94402 - \$69,000
3. Del Carmen Consulting, 3122 Westwood Drive, Arlington, TX 76012 - \$213,000
4. Fitch & Associates, 2901 Williamsburg Terrace #G, Platte City, MO 64079 - 98,000

The goal of the study is to determine the personnel allocation needs for the Texas City Police Department, along with the proper allocation of those personnel within the department to best meet the needs of the community.

The study is intended to focus on personnel allocation, staffing and scheduling within all Divisions of the Police Department. The study is also seeking recommendations on the proper beat/district configuration for the current boundaries of the City, as well as, guidance based on projected future growth of the City.

ANALYSIS

An Evaluation Team consisting of four (4) individuals from the Police Department (Assistant Chief, Captain, Sergeant and Patrol Officer), one (1) individual from Human Resources Department and one (1) individual from Purchasing Department conducted the evaluations.

Initially, the Evaluation Team evaluated each firm's proposal based on Methodology & Approach (30%), Firm Experience (30%), Qualifications (30%) and price (10%). At the conclusion of the initial evaluation, the top two scoring firms (Berry Dunn and Matrix Consulting Group) were invited to meet with the Evaluation Team for interviews.

Upon completion of the interviews of the top two firms, the Matrix Consulting Group was the unanimous choice of the Evaluation Team and are recommended to perform the study.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2022-043

A RESOLUTION AUTHORIZING APPROVING AND AWARDED A CONTRACT FOR REQUEST FOR PROPOSAL (RFP) 2022-013, COMPREHENSIVE POLICE DEPARTMENT UTILIZATION AND STAFFING STUDY TO MATRIX CONSULTING GROUP; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on **March 2022**, Request for Proposals (RFP) 2022-013 Comprehensive Police Department Utilization and Staffing Study were made public and proposals were solicited from local area vendors; and

WHEREAS, proposals were opened April 7, 2022, and the proposal meeting all requirements and received a unanimous vote was received by Matrix Consulting Group; and

WHEREAS, the City of Texas City Evaluation Team (consisting of four (4) individuals from the Police Department (Assistant Chief, Captain, Sergeant and Patrol Officer), one (1) individual from Human Resources Department and one (1) individual from Purchasing Department) recommends the approval and awarding of RFP 2022-013 to Matrix Consulting Group of San Mateo, Ca.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves RFP 2022-013 Comprehensive Police Department Utilization and Staffing Study to Matrix Consulting Group.

SECTION 2: That the Mayor is authorized to execute a revised agreement in substantially the same form as attached as **Exhibit “A”**, attached hereto and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of May 2022.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 05/18/2022

Bid # 2022-014 Sodium Hypochlorite Solution Annual Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2020-079 Sodium Hypochlorite Annual Contract.

BACKGROUND

On April 19, 2022 and April 26, 2022 the Notice to Bidders was published in the newspaper and bid packets were sent to local area vendors. Bids were opened on May 03, 2022 at 10:00 a.m. The low responsible bidder meeting all qualifications is DXI Industries, Inc. in Houston, Texas. A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2022-014 Sodium Hypochlorite Solution Annual Contract to DXI Industries, Inc. and that the Mayor is authorized to execute the contract on behalf of the City Commission. Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 2022-044

A RESOLUTION AWARDED BID NO. 2022-014 AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE SOLUTION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on April 19, 2022, and April 16, 2022, a Notice to Bidders was advertised in the Galveston County Daily Newspaper and bid packets were made available to area vendors for Bid No. 2022-014 Hypochlorite Solution Annual Contract; and

WHEREAS, the bids were opened on May 3, 2022, and it is the recommendation of the Public Works Department that the bid be awarded to DXI Industries, Inc., Houston, Texas.

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

SECTION 1: That the City Commission hereby accepts the contract by DXI Industries, Inc. for Bid No. 2022-014 Hypochlorite Solution Annual Contract.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with DXI Industries, Inc. for the respective unit price bid in **Exhibit "A"**, as attached hereto and incorporated herein for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of May 2022.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

City of Texas City

BID TABULATION

2022-014 SODIUM HYPOCHLORITE SOLUTION ANNUAL CONTRACT

Bid Opening: Tuesday, May 03, 2022 at 10:00 a.m.

<u>BIDDER</u>	DXI			
81,000 Gallons = Eighteen (18) 4,500 Truck Loads	\$1.68			
	\$136,080.00			
330 Gallons = Six (6) 55 Gallon Drums	\$175.00			
	\$1050.00			

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 05/18/2022

2022-015 Sodium Bisulfite Annual Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2022-015 Sodium Bisulfite Annual Contract.

BACKGROUND

On April 19, 2022 and April 26, 2022 the Notice to Bidders was published in the paper and bid packets were sent to local area vendors. Bids were opened on May 03, 2022 at 2:00 p.m. The low responsible bidder meeting all qualifications was INEOS Calibrian in Kingwood Texas. A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2022-015 Sodium Bisulfite Annual Contract to INEOS Calibrian for the prices bid and, that the Mayor is authorized to execute a contract on behalf of the City Commission.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2022-045

A RESOLUTION AWARDDING BID NO. 2022-015 AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT FOR THE PURCHASE AND DELIVERY OF SODIUM BISULFITE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on April 19, 2022, and April 26, 2022, a Notice to Bidders was advertised in the Galveston County Daily Newspaper and bid packets were made available to area vendors for Bid No. 2022-015 Sodium Bisulfite Annual Contract; and

WHEREAS, the bids were opened on May 3, 2022, and it is the recommendation of the Public Works Department that the bid be awarded to INEOS Calibrian, Kingwood, Texas.

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

SECTION 1: That the City Commission hereby accepts the contract by INEOS Calibrian for Bid No. 2022-015 Sodium Bisulfite Annual Contract.

SECTION 2: That the Mayor is hereby authorized to enter into an annual contract with INEOS Calibrian for the respective unit price bid in **Exhibit "A"**, as attached hereto and incorporated herein for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of May 2022.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

City of Texas City

BID TABULATION

2022-015 SODIUM BISULFITE ANNUAL CONTRACT

Bid Opening: Tuesday, May 03, 2022 at 2:00 p.m.

<u>BIDDER</u>	INEOS CALIBRIAN			
Unit Price Per Dry Pound	\$.5218			
135,000 Pounds Dry Total	\$70,443.00			
Unit Price Per Wet Pound	\$.2087			
135,000 Pounds Wet Total	\$28,174.50			

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 05/18/2022

Texas City GLO HMGP Supplemental Grant

Submitted For: Joe Tumbleson, Emergency Management

Submitted By: Rhomari Leigh, City Secretary

Department: Emergency Management

Information

ACTION REQUEST (Brief Summary)

Good Morning Everyone,

Please see attached the following policies and resolutions for the Texas City HMGP Supplemental Grant that will need to be reviewed in the next possible City Commission meeting. The documents include:

- **Resolution Authorizing Signatories** for the Community Development Block Grant - Mitigation (CDBG-MIT) Hazard Mitigation Grant Program (HMGP) Supplemental for GLO state contract number 22-119-003-D373.
- **Resolution Regarding Civil Rights** which includes the following policies:

1. Section 3 Policy
2. Excessive Force Policy
3. Limited English Proficiency (LEP) Standards Plan
4. Section 504 Policy and Grievance Procedures
5. Code of Conduct Policy
6. Fair Housing Policy

- **Proclamation of April as Fair Housing Month:** This proclamation will help to fulfill Fair Housing activity obligations as required by the grant.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

attachment

Resolution

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) HAZARD MITIGATION GRANT PROGRAM (HMGP) SUPPLEMENTAL GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-119-003-D373.

WHEREAS, the City of Texas City has received a Community Development Block Grant - Mitigation HMGP Supplemental award to provide Flood and Drainage Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT HMGP SUPPLEMENTAL Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT HMGP SUPPLEMENTAL *Depository/ Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF CITY OF TEXAS CITY, TEXAS, AS FOLLOWS:

SECTION 1: The Mayor and Emergency Management Coordinator be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The Mayor, Emergency Management Coordinator, Director of Finance, and Director of Public Works be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE CITY COMMISSION OF CITY OF TEXAS CITY, TEXAS,
on _____, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

**Resolution Regarding Civil Rights
City of Texas City, Texas**

Whereas, City of Texas City, Texas, (hereinafter referred to as "City of Texas City") has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) Hazard Mitigation Grant Program (HMGP) Supplemental grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, City of Texas City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT HMGP SUPPLEMENTAL activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, City of Texas City, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, City of Texas City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT HMGP SUPPLEMENTAL project area;

Whereas, City of Texas City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, City of Texas City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT HMGP SUPPLEMENTAL project;

Whereas, City of Texas City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, City of Texas City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, City of Texas City, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF City of TEXAS CITY, TEXAS, THAT City of TEXAS CITY ADOPTS THE FOLLOWING:

1. Section 3 Policy;
2. Excessive Force Policy;
3. Limited English Proficiency (LEP) Standards Plan;
4. Section 504 Policy and Grievance Procedures;
5. Code of Conduct Policy; and
6. Fair Housing Policy.

Passed and approved this _____ day of _____, 2022.

Signature of Elected Official
City of Texas City

Printed Name of Elected Official

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), City of Texas City agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT HMGP SUPPLEMENTAL grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT HMGP SUPPLEMENTAL funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick Johnson, Mayor
Name, Title

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Texas City hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Texas City to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of the City of Texas City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick Johnson, Mayor
Name, Title

Date

Over 5% Limited English Proficiency Plan - 22-119-003-D373

Texas General Land Office

Community Development Block Grant-Mitigation

Grant Subrecipient:	City of Texas City
Community Population:	45,392
LEP Population:	2,983 6.6%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:

<input type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input type="checkbox"/>	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:

<input type="checkbox"/>	Translation services: available upon request
<input type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:

<input type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Texas City hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Texas City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Texas City's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Texas City shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT HMGP SUPPLEMENTAL program, City of Texas City shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT HMGP SUPPLEMENTAL program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Texas City to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 1801 9th Ave N, 77590, Texas City, TX, 77592-2608 or call (409) 643-5902, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Texas City relating to the complaint files.
 - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be

made to the City of Texas City within ten working days after the receipt of the written determination/resolution.

- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Texas City complies with Section 504 and HUD regulations.

Signature

Dedrick Johnson, Mayor
Name, Title

Date

Code of Conduct Policy of City of Texas City

As a Grant Recipient of a CDBG-MIT HMGP SUPPLEMENTAL contract City of Texas City shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT HMGP SUPPLEMENTAL contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Texas City shall participate in the selection, award, or administration of a contract supported by CDBG-MIT HMGP SUPPLEMENTAL funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Texas City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT HMGP SUPPLEMENTAL funds, that has any CDBG-MIT HMGP SUPPLEMENTAL function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT HMGP SUPPLEMENTAL activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT HMGP SUPPLEMENTAL contract or award, or that is required to complete some or all work under the CDBG-MIT HMGP SUPPLEMENTAL contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT HMGP SUPPLEMENTAL contract or award, or that is required to complete some or all work under the CDBG-MIT HMGP SUPPLEMENTAL contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT HMGP SUPPLEMENTAL awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT HMGP SUPPLEMENTAL funding.

Any alleged violations of these standards of conduct shall be referred to the City of Texas City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Dedrick Johnson, Mayor
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, City of Texas City hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Texas City agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Texas City agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick Johnson, Mayor

Name, Title

Date

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the CITY COMMISSION of City of Texas City, do proclaim April as Fair Housing Month in City of Texas City and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the CITY COMMISSION of City of Texas City, State of Texas, on the _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

RESOLUTION NO. 2022-046

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION PROGRAM (CDBG-MIT) HAZARD MITIGATION GRANT PROGRAM (HMGP) SUPPLEMENTAL GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-119-003-D373; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City has received a Community Development Block Grant - Mitigation HMGP Supplemental award to provide Flood & Drainage Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

1. a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
2. a revised CDBG-MIT HMGP Supplemental *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The Mayor and Emergency Manager be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The Mayor, Emergency Manager, Director of Finance, and Director of Public Works be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of May 2022.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 05/18/2022

Flock Safety Cameras

Submitted For: Joseph Stanton, Police Department

Submitted By: Rhomari Leigh, City Secretary

Department: Police Department

Information

ACTION REQUEST (Brief Summary)

Approving a sole source purchase from Flock Safety for law enforcement grade ALPR Cameras and system technology to be placed throughout the City.

BACKGROUND

Flock Safety is a public safety operating system that helps communities and law enforcement in over 1,500 cities work together to eliminate crime, protect privacy, and mitigate bias. Flock Safety builds devices that capture objective evidence and use machine learning to detect unbiased leads to law enforcement, helping solve hundreds of crimes each day.

The current surrounding cities in Galveston County that are clearing criminal cases using the Flock Safety cameras include Hitchcock, Dickinson, La Marque, Pearland, Harris County and Houston.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

attachment

attachment

attachment

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage

flock safety

- Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
 - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
 4. Integrated Audio & Gunshot Detection:
 - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
 5. Partnerships:
 - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
 6. Warranty & Service:
 - Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

flock safety

Created Date 4/17/2022
Quote Number 00001435

Expiration Date 4/30/2022

Prepared By Dale Anzalone
Phone 7133052672
Email dale.anzalone@flocksafety.com

Contact Name Jeff Winstead

Bill To Name TX - Texas City PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Infrastructure-free (solar power + LTE), license plate recognition camera with Vehicle Fingerprint™ technology + machine learning software and real-time alerts for unlimited users	\$2,500.00	\$2,500.00	26.00	\$65,000.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	26.00	\$9,100.00

Total Price \$74,100.00

Recurring Total \$65,000.00

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: TX - Texas City PD Legal Entity Name:	Contact Name: Jeff Winstead
Address: 1004 9th Ave N Texas City, Texas 77590	Phone: (409) 939-7292 E-Mail: jwinstead@texascitytx.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	26.00	\$65,000.00
Professional Services - Falcon, Standard Implementation	\$350.00	26.00	\$9,100.00

(Includes one-time fees)

Year 1 Total \$74,100.00

Recurring Total: \$65,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: TX - Texas City PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2 "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted.

2.7 **Installation Services.**

2.7.1 **Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b **Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 05/18/2022

Award professional services contract for career counseling services to CDBG funded Summer interns.

Submitted For: Titilayo Smith, Community Development, Housing Autho

Submitted By: Titilayo Smith, Community Development, Housing Autho

Department: Community Development, Housing Autho

Information

ACTION REQUEST (Brief Summary)

CONSIDER AND APPROVE THE AWARD OF A CONTRACT TO PROVIDE CAREER COUNSELING SERVICES TO CDBG FUNDED SUMMER INTERNS FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

BACKGROUND

On March 29, 2022, Request for Proposals (RFP) were made public and proposals were solicited from local area vendors to provide Career Counseling services to CDBG funded Summer Interns for the Community Development Department. Proposals were opened April 19, 2022, at 3:00 p.m. The proposal meeting all requirements was received from Craving For A Change, Inc.

ANALYSIS

ALTERNATIVES CONSIDERED

N/A

Fiscal Impact

Attachments

Resolution

Bid Packet

Craving For A Change, Inc. Proposal

RESOLUTION NO. 2022-048

A RESOLUTION APPROVING A CONTRACT TO PROVIDE CAREER COUNSELING SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on March 29, 2022, Request for Proposals (RFP) were made public and proposals were solicited from local area vendors; and

WHEREAS, proposals were opened April 19, 2022, at 3:00 p.m. The proposal meeting all requirements was received from Craving For A Change, Inc.; and

WHEREAS, the Community Development Department recommends that the contract to provide Career Counseling Services to CDBG funded Summer Interns be awarded to Craving For A Change, Inc.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards the contract to provide Career Counseling Services to Craving For A Change, Inc.

SECTION 2: That the Mayor or his designee is hereby authorized to enter into a contract with Craving For A Change, Inc. for the respective unit prices bid in Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of May 2022.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Request for Proposals (RFP)
For Summer Youth Career Counseling Services

Request for Proposal (RFP) Issued	March 29, 2022
Respondents Orientation	April 5, 2022 @ 2:00 p.m.
Final Day to Submit Questions	April 8, 2022
Proposals Due	April 19, 2022 @ 3:00 p.m.
In Person Interviews	April 25, 2022
Evaluation Completion	April 29, 2022
Anticipated Award Notification	May 5, 2022
Contract Start	June 6, 2022

Proposal must be received no later than
3:00pm (CDT)
April 19, 2022
**ABSOLUTELY NO
EXCEPTIONS**

The City of Texas City is an equal opportunity employer and is committed to equal opportunity in its contracting process. Auxiliary aids and services are available upon request to individuals with disabilities.

SUMMER YOUTH CAREER COUNSELING SERVICES RFP

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I. INTRODUCTION AND SCOPE OF WORK

A. OUR PHILOSOPHY INTRODUCTION

The City of Texas City Community Development Department believes in empowering youth to meet the current and future workforce needs of the City of Texas City as an employer. All of our Hire Up! Internship Program work is grounded in the framework of helping an individual find the intersection between what they love to do, what they can be paid for, what the City needs, and the education, training and support they need along their career pathway. The aspiration for our funding for Career Counseling Services is centered on helping youth align their interests and skills with education, training, and jobs. We hope to see bidders infuse these tenets into the foundation of your program design, while still meeting the required program elements and services.

B. PURPOSE OF RFP/BACKGROUND

The City of Texas City Community Development Department is soliciting proposals to identify one Contractor to deliver Career Counseling Services to the participants of the Hire Up! Internship Program. The Contractor will be responsible for delivering specific outcomes, located in **ATTACHMENT – PERFORMANCE MEASURES**.

This RFP was prepared based upon the CDBG and U.S. Department of Housing and Urban Development (HUD) regulations and guidance.

C. SCOPE OF WORK

The City of Texas City Community Development Department seeks to procure one Contractor to provide the following services:

1. Career Counseling services; serving freshman and sophomore college students, as well as vocational training school students participating in the City's Hire Up! Internship Program. Review section II. Solutions Profile.

D. CONTRACT PERIOD AND AWARD AMOUNT

The City of Texas City Community Development Department intends to award one contract that will begin on June 6, 2022 and end on July 29, 2024.

Contracts will be structured as cost reimbursement. Cost per youth should not exceed \$2,500.

E. ORGANIZATIONAL OVERVIEW AND GOVERNANCE

Community Development is a department of the City of Texas City with a focus of improving the quality of life of the residents of Texas City. The department's primary funding is allocated by HUD under the provisions of the Community Development Block Grant (CDBG) and is overseen under the leadership of the Mayor and City Commission with the advice of the CDBG Citizen Advisory Committee.

F. ELIGIBLE APPLICANTS

Nonprofit organizations are encouraged to apply. Receiving and/or managing CDBG funds previously, is not a requirement.

G. ADDENDA TO THIS RFP

The City of Texas City Community Development Department may revise any part of this RFP and will release an addendum that will be posted on the City's website.

Respondents are responsible for checking the website to remain informed about the process and any changes that may affect the RFP. If Respondents have difficulty or problems accessing the website or downloading information, contact the Community Development Program Coordinator at tsmith@texascitytx.gov or 409-643-5731.

H. RIGHT TO CANCEL

The City of Texas City reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. The City also reserves the right to modify the RFP process and timeline, as necessary. This RFP does not commit the City to accept any proposal or execute an agreement with any bidders, nor is the City responsible for any costs incurred by the Respondents in the preparation of responses to this RFP. The City reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award the contracts in whole or in part as is deemed to be in the best interest of the City of Texas City Community Development Department. The City reserves the right to negotiate with any Respondent after proposals are reviewed, if such action is deemed to be in the best interest of the City.

I. SUBMITTAL OF PROPOSAL

DELIVERY ADDRESS: Please submit one (1) bid marked original and two (2) exact duplicate copies of your completed bid in a sealed envelope properly labeled and clearly marked with the bid number and description to:

The City of Texas City
Purchasing Department
1801 – 9th Avenue North
Texas City, Texas 77590

MARK ENVELOPE: BID 2022-012 – SUMMER YOUTH CAREER COUNSELING SERVICES

DEADLINE: Sealed RFP submittals must be received by **3:00 p.m., CST, Tuesday, 4/19/2022. Late proposals will not be accepted.** Proposals will be publicly opened and read aloud at that time in the City Hall Conference Room.

J. QUESTIONS AND ANSWERS ABOUT THE RFP

The final day to submit questions will be on **April 8, 2022 by 5:00pm (CST)**. Questions

received after that time will not be answered. All questions and answers will be publicly posted online at www.texascitytx.gov. The Community Development Program Coordinator will respond to questions on a rolling basis.

K. RESPONDENTS ORIENTATION

A virtual webinar session will be held on **April 5, 2022 at 3:00 p.m. (CST)**. This is an opportunity for potential Respondents to request additional clarity. No inquiries will be answered outside of the Respondents' Orientation or Q+A process outlined in section J. If accommodations are needed to participate in the Respondents' Orientation, please e-mail tsmith@texascitytx.gov. Link to the orientation will be posted online at <https://www.texascitytx.gov/187/Community-Development-Block-Grant-CDBG>.

II. SOLUTIONS PROFILE, BUDGET, REQUIRED STAFF POSITIONS, AND JOB QUALITY

A. SOLUTIONS PROFILE

1. Needs Statement

The City of Texas City has noticed that a large number of its youth leave the City for higher education and do not return. The City would like to introduce the youth to careers in government via the Hire Up! Internship Program with hopes that it will increase the number of youth that return for opportunities in city government.

2. Program Design and Requirements

Contractors must ensure they will provide the following program design components. When creating a Program Design, Contractors should address the elements outlined below.

3. Program Design Elements

i. Locations

For Career Counseling services, the Contractor must provide services at the Texas City Hall Annex, 928 5th Ave N, Texas City, TX 77590, as outlined in the "Scope of Work."

ii. Assessments

The Contractor will conduct an Objective Assessment (OA) of academic level, skill level, and service needs of each participant to analyze and develop appropriate service strategies to meet individual needs. Standardized assessments cover:

1. Development and basic needs
2. Education
3. Work Experience
4. Basic skills
5. Employability
6. Interests and aptitudes

iii. Individual Service Strategy (ISS) Goals

The Contractor must use the results of the OA to develop the ISS for the youth participant. The ISS is an age appropriate, individualized written plan of short- and long-term goals that includes, career pathways, education and employment goals, and supportive services. The ISS will identify, and track activities related to each of the goals and will clearly connect the services to be provided to each youth.

iv. Participant Engagement and Retention

Youth are expected to have weekly engagement in services/activities. There should be one group activity and a one-on-one activity each week. The activities should focus on:

- teaching labor market changes and complexity of the workplace
- broadening knowledge, skills, and abilities
- improving decision making skills
- increasing self-esteem and motivation
- building interpersonal effectiveness
- maximizing career opportunities
- improving employment marketability and opportunities
- promoting effective job placement
- strengthening employer relations

v. Stipends

Each intern will receive a \$10 daily lunch stipend during the 8-week internship. Respondents will need to include stipends in the participant costs section of their budget (This amount is not included in the price per participant).

vi. Supportive Services

The Contractor must budget for and provide supportive services to enable successful participation.

vii. Follow Up Services

The Contractor is required to provide at least 24 months of follow-up services to participants who have completed the internship. Upon completion of their internship, participants will enter a "follow up" period of participation. Follow-up services should be a continuation of programmatic services with consistent engagement (at least quarterly) to provide additional support, resources, community service/volunteering, and other youth development activities encouraging responsibility, social, and civic behaviors. The Contractor will assist youth with attainment of a post-secondary credential/diploma, degree, or certificate. Follow up services must support successful performance outcomes.

viii. Performance

Performance outcomes will be broken into two tiers, defined in **ATTACHMENT – PERFORMANCE MEASURES**:

Contractors who do not meet the standard performance measures may be subject to de-allocation or de-obligation of funds based on their quarterly performance reporting.

Performance outcomes are subject to change based on federal, state, and local laws, policies, and the City of Texas City and Contractor negotiated contract changes.

B. PROJECT BUDGET

The Respondent must submit their **BUDGET** in Excel format and **ATTACHMENT – BUDGET NARRATIVE**

The Budget file categories include but are not limited to; personnel, non-personnel, sub-contracts, and indirect that covers the term of the contract. Personnel costs must identify the staff position, annual salary, and percentage of annual time spent on the funding sources for every staff position by program year. Non-personnel costs should also be further outlined into specific line items (e.g. rent, supplies, equipment, repairs, and mileage). A budget (Excel file) must be included in submission. Pricing must be inclusive of cost of supply and provision of services during the service period.

For guidance on completing the Budget and the Budget Narrative, please see **ATTACHMENT – BUDGET and BUDGET NARRATIVE INSTRUCTIONS**.

1. Cost Allocation Plan

The cost allocation plan describes the methodology that will be used to prorate common operating costs to each funding source. Examples of common operating costs are infrastructure costs (e.g. rent and copier machines), as well as personnel (e.g. receptionist, fiscal staff, senior management) providing benefits to multiple funding sources. Furthermore, the estimated amounts derived from the proposed methodology should be allocated to each budget line item. All costs should be identified as program or program support costs (see Section 4 - Program Support vs. Program Costs).

2. Indirect Costs

Any indirect costs budgeted must be supported by an indirect cost rate agreement with a federal or state cognizant agency. If a Respondent does not have an approved indirect rate but wishes to include indirect costs in its proposal, it must submit all relevant financial information that outlines how the indirect rate and costs were determined and future steps for required approval by the relevant cognizant agency. If the Respondent is not required to obtain an indirect rate, then the cost allocation plan must include the methodology describing how common operating costs are distributed to the different funding sources. All costs should be identified as program support or

program costs as defined in Section 4 - Program Support vs. Program Costs.

The extent to which a Respondent can meet performance objectives while minimizing indirect costs will be a factor in the evaluation process.

3. Program Support vs. Program Costs

The TCCDD identifies two cost categories: administrative and program costs. For the purpose of the RFP, the City defines administrative costs as program support costs. Respondents may not exceed the cap of 20% on program support costs. Program support costs typically include salary and wages for staff who work in Finance, Human Resources, Payroll, Legal, etc. as well as other associated costs related to these functions. For more information on program support and program costs, refer to 2 CFR part 200. All Respondents should follow this rule when classifying budget costs as program support or program costs.

Disallowed cost includes:

1. Food and beverages
2. Bad debt
3. Advertising (other than help-wanted ads and procurement requests)
4. Contributions/Donations to other non-profits
5. Entertainment
6. Fines and penalties
7. Lobbying and fundraising costs
8. Equipment purchases >\$100 without prior approval from TCCDD

4. Subcontractors

If applicable, the Respondent must describe its plan to subcontract any portion of the services in Section II – Solutions Profile. The Respondent must follow their own procurement procedures to procure subcontractors if those procedures reflect state and local laws and conform to the standards in 2 CFR §§200.318–326. If a proposal identifies a specific subcontractor as collaborating in the design or provision of services, the City of Texas City's award of the grant does not provide the justification or basis to sole source the procurement of those services, thereby avoiding full and open competition for the provision of the planned services.

Procurement of subcontractors may be done before or after submitting a proposal. See **ATTACHMENT – CONTRACT GENERAL PROVISIONS** for additional information. The Respondent's subcontracts funded with CDBG must be reviewed and approved by the TCCDD prior to executing.

5. Stipends

Respondents must budget for daily lunch stipends (\$10 p/day per participant) within the Participant Cost section of their budget.

B. PROPOSAL SUBMISSION, EVALUATION CRITERIA AND CONTRACT AWARD

A. PROPOSAL SUBMISSION

The following details the page limits per section and reference **ATTACHMENT – PROPOSAL CHECKLIST**:

Section	Section Title	Page Limit(s)
III.C.	Additional Attachments	10 Pages
III.E.	Cover Page	1 Page
III.E.	Organizational Qualifications and Project Management	2 Pages
III.E.	Organizational Chart	1 Page
III.F.	Past Performance	1 Completed Questionnaire
II.A. & III.G.	Solutions Profile	5 Pages
II.B & III.H.	Project Budget	Budget Packet (budget must be submitted in Excel)

B. FORMATTING REQUIREMENTS

Respondents must adhere to the following formatting requirements:

- a. Font size: 11 point
- b. Font: Arial
- c. Margins: At least one inch
- d. Line spacing: Double-spaced
- e. Language: English
- f. All pages numbered
- g. All attachments labeled

C. ADDITIONAL ATTACHMENTS

Letters of support/commitment, Memorandums of Understanding (MOUs) that detail partnership roles and responsibilities and any in-kind resources committed are encouraged and can be included in the 10 pages of “additional attachments”. Respondents can also include charts (charts that are included as part of the RFP do not count towards the limit), maps, visuals, and diagrams to support their solutions proposal.

D. EVALUATION CRITERIA AND ACCESS TO EVALUATION INFORMATION

An RFP Scoring Panel will score and rank proposals and make a recommendation for funding. The selection will be based upon proposal information supplied by the Respondent in response to this RFP.

The following details the points assigned per section:

Proposal Section	Point Value
Organizational Qualifications and Project Management (Includes Cover Page and Table of Contents)	15
Past Performance	20

Solution Profile	100
Project Budget	30
Zoom Interview	15
Total Points	200

E. COVER PAGE, TABLE OF CONTENTS, AND ORGANIZATIONAL QUALIFICATION AND PROJECT MANAGEMENT (15 POINTS)

1. Cover Page:

- a. Include company name, address, phone number, website and federal tax identification number;
- b. Include proposal name; and
- c. Include name of the person authorized to negotiate the contract and make decisions for the organization including the phone number, fax number, and e-mail address.

2. Table of Contents:

- a. Include a clear identification of the material in the proposal by section and by page number.

3. Organizational Qualifications and Project Management:

Summarize what you want the evaluation committee to know about your organization:

- a. Experience in the following areas:
 - Providing youth career counseling services,
 - Operating federally funded programs,
 - Providing services to disadvantaged populations, and
 - Being extremely innovative in an environment with a multitude of regulations.
- b. Please provide specific risks you see related to this project and how your organization will manage/mitigate these risks through your project management approach;
- c. Describe your strategy for understanding, monitoring, and measuring program operations and connection to performance outcomes;
- d. Describe your process and experience in ensuring quality, compliance, and proper documentation (similar size/scope of work);
- e. Describe how you will ensure funds are used properly and according to policy, process, and according to overall spending plan; and
- f. Include strengths and weaknesses.
- g. Submit an organizational chart and resume(s) to show staff working on this project.

F. PAST PERFORMANCE (20 POINTS)

One (1) complete **ATTACHMENT – PAST PERFORMANCE QUESTIONNAIRE** should be submitted from an organization with which the Respondent has had direct involvement in projects similar in scope. If a joint proposal is submitted, Questionnaires must be completed for the lead entity (i.e., the organization that assumes financial responsibility). The

Respondent's Questionnaire must be completed and emailed directly to tsmith@texascitytx.gov by the referring agency by the proposal due date. Past Performance Questionnaires received after the proposal due date will not be accepted.

Respondents may be deducted points in this category if the TCCDD does not receive one past performance questionnaire via email from the referring agency by the proposal deadline.

Evaluation Committee will evaluate on the following:

- a. Does the Respondent have one questionnaire?
- b. On the past performance questionnaire did the Respondent demonstrate positive outcomes in projects similar in scope to this RFP?

G. SOLUTIONS PROFILE (100 POINTS)

1. Orientation, Goals, and Assessments

- a. How will you support participants in developing goals that are responsive to their needs and interests.

2. Career Navigation, Participant Engagement, and Retention

- a. Describe how you will ensure that youth build and maintain positive relationships with adult mentors.
- b. Describe your participant engagement and retention plan.

3. Follow Up Services

- a. Explain your plan to provide services in follow-up to foster continued engagement and provide support, including leadership and youth development, mentoring, career development, tutoring, and community resources. What leadership and confidence building skills would you employ to improve self-efficacy?
- b. How does your organization equip youth to navigate resources to meet their needs outside of this program and once this program ends?

4. Supportive Services

- a. Describe how your organization will connect youth with community resources that help meet ongoing basic needs (i.e. food, housing, transportation, safety), both during the program and in follow-up.

5. Performance

- a. Describe your ability to successfully meet standard performance measures as outlined on **ATTACHMENT – PERFORMANCE MEASURES**.

H. PROJECT BUDGET (30 POINTS)

1. Project Budget

Respondents must complete the following budget documents and prepare a budget in accordance with **ATTACHMENT – BUDGET and BUDGET NARRATIVE INSTRUCTIONS**.

- Budget

- Personnel Detail
- Personnel Detail In-Kind Match
- Project Budget Detail
- Cost Analysis
- Budget Narrative
- Cost Allocation Plan, if applicable
- The TCCDD will conduct a Cost Price Analysis of the proposed budget details to determine reasonableness, allocability, and allowability of costs.
 - Did the Respondent include a Budget Narrative that outlines each line item in the Budget and explains the items and methodology for each line item in the Budget?
 - Do the proposed costs seem reasonable?
 - Did the Respondent not exceed the maximum Cost per Participant?

I. ZOOM INTERVIEW (15 POINTS)

Respondents will be allowed 15 minutes for oral interviews to walk through their proposed solution. The RFP Scoring Panel will then ask a series of questions to allow Respondents to clarify or highlight aspects of their proposal. The Respondent's authorized representative must be in attendance for the oral interview. Respondents will be notified of interview time slot via email.

J. CONTRACT AWARD

The RFP Scoring Panel's recommendations will be finalized, and all bidders will be notified of the results by **May 5, 2022**.

1. Negotiation/Contract

The Respondent's designated authorized representative must be empowered to make binding commitments for the successful Respondent and its subcontractors, if any. The City of Texas City reserves the right to negotiate the final terms of the contract agreements with the successful Respondent(s). Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount. If any Respondent recommended for funding fails to provide services outlined in the agreement and proposal, the TCCDD may use an alternate Respondent to perform services.

K. GENERAL PROVISIONS

1. Contract Terms, Insurance, and Litigation Warranty

The RFP, any addenda, and the Respondent's response shall also become part of the contract agreement between the City of Texas City and the Respondent.

Respondents, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Respondents on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to the City of Texas City in the proposal(s).

Disclosure of litigation will not automatically disqualify the Respondents; however, the City of Texas City reserves the right to evaluate proposals based on facts surrounding such litigation or arbitration.

L. APPEAL PROCESS

Only Respondents to this RFP may appeal the results if the procurement process was violated in some manner, and/or Federal, State, and/or the City of Texas City procurement guidelines have been violated. An appeal will not be allowed to contest individual scores, the rating system, disqualification, or dissatisfaction with the evaluation results.

The appeal process is:

- A written letter of appeal will be sent to tsmith@texascitytx.gov including evidence for appeal and the specific relief sought.
- The written appeal must be received by the TCCDD within five business days from the date the RFP recommendation is posted on the City of Texas City's website.
- The Director of Community Development will review the appeal.
- The Director will review the appeal and collect information. At their discretion, the Director may request a meeting with the Respondent and Community Development Program Coordinator, and/or use other methods to gather relevant information.
- Once all the information is gathered and reviewed, the Director will issue a written decision to the appellant and the Program Coordinator.
- The decision of the Director of Community Development will be final.

M. RESTRICTION ON DISCLOSURE

Confidential information: Any information deemed confidential or proprietary by Respondent must be clearly marked and identified by Respondent as such and include an explanation of why such information is exempt from disclosure under applicable law.

Such identified confidential or proprietary information will be protected and treated with confidentiality to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

If Respondent does not mark information as confidential or proprietary, the City of Texas City will treat the information as public. All sections of the proposal including attachments are subject to release.

Proposals will be received, maintained, and disclosed to the public consistent with the Texas Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Respondents should be aware that the City of Texas City is required by law to make its records available for public inspection and copying.

The City of Texas City will not notify Respondent of requests for release of information or that the City released data unless the City receives a request for information previously marked and identified by Respondent as confidential or proprietary. If the City of Texas City receives a request for release of such previously marked and identified confidential or

proprietary information, the City of Texas City will notify Respondent of such request to allow Respondent to challenge such request consistent with applicable law.

Respondent, by submission of materials marked confidential or proprietary, expressly acknowledges and agrees that neither the City of Texas City will have any obligation or liability to the Respondent in the event a court of competent jurisdiction compels the disclosure of these materials.

Any data to be returned should be so marked by Respondent and will be returned if not essential to the proposal or contract record.

IV. OTHER

A. STATEMENT OF QUALIFICATIONS

By submitting a proposal, you are agreeing to the terms outlined in the **ATTACHMENT – STATEMENT OF QUALIFICATION**. The SOQ will establish a Respondent's qualifications to bid for CDBG funds. The submission of a SOQ determines an organization's legal, administrative, and fiscal capacity to meet the City of Texas City, State, and Federal government requirements. The SOQ places organizations on the Qualified Agencies List (QAL), which allows the organization to be eligible to respond to RFPs and to be awarded a contract with the City of Texas City. Failure to provide SOQ and/or incomplete SOQ will result in award of contract to next highest scoring respondent.

The City of Texas City encourages the participation of respondents who are certified as small businesses, minority-owned firms, women's business enterprises, emerging businesses, disabled veteran businesses, and disadvantaged businesses. Such certification shall be documented in the SOQ.

B. CONFLICT OF INTEREST

Bidders are required to list any and all individuals who contributed to the preparation of the proposal. Disclosure of any actual or potential conflicts of interest relative to this Competitive Proposal is required. All bidders must fill this out and submit if even if there are no actual or potential conflicts of interest.

C. REFERENCED ATTACHMENTS

- Attachment - Budget Narrative
- Attachment - Budget Narrative Instructions
- Attachment - Past Performance Questionnaire
- Attachment - Performance Measures
- Attachment - Proposal Checklist
- Attachment - Statement of Qualifications (SOQ)

BUDGET AND BUDGET NARRATIVE INSTRUCTIONS

All costs related to the program activities described in the program design must be included on the Project Budget Detail worksheet. The line item description must include the type of cost and be representative of the cost category under which the cost is allocated. A Budget Narrative is required to substantiate the costs included in the cost reimbursement section of the Project Budget Detail worksheet.

Respondents are required to assign a monetary value to in-kind/cash match and indicate them on this workbook in the appropriate in-kind/cash match section. A Budget Narrative is also required for the in-kind/cash match section and must correspond to the amounts and types of support documented by Letters of Commitment, Memorandums of Understanding or other grant award documents submitted in the proposal program design.

Respondents will be held accountable for the planned outcomes stated in the Program Operating Plan. The final Program Operating Plan is negotiated between the contractor and TCCDD and becomes part of the contractual agreement.

Instructions for Budget

Support vs Program Costs:

- Support costs are legal, human resources, finance/accounting, and payroll costs. Any costs associated (rent, utilities, phone, etc.) with the above function are also deemed support versus program costs. Costs not included in the above description are program costs. See 2 CFR [parts 200](#) for further clarifications.

Personnel Detail:

- List all position titles to be funded under this contract or provided as in-kind.
- List annualized salary for each position listed.
- Insert the total amount each position will charge directly to the contract under the appropriate categories: support, or program.

Personnel Detail In-Kind Match:

- Input by Support or Program, the dollar amount the staff member will work on the project and be provided as in-kind.

Project Budget Detail:

- Input all applicable costs to oversee the project.
- Input the necessary costs by Support and/or Program defined on prior page, by funding stream as well as In-Kind/Cash Match by Support and Program by the following categories:
 - ✓ Personnel Costs

- ✓ Participant Costs
- ✓ Programmatic Subcontract Costs
- ✓ Supplies Costs
- ✓ Staff Training -
- ✓ Other Costs
- Refer to CFR 200.56 for description of Indirect Costs.

Expenditure Plan:

- Input the monthly spend of the Project Budget Detail.
- The total on this worksheet must match the total on Project Budget Detail worksheet.

Instructions and Category Definitions for Budget Narrative

1. **Personnel Costs:** All personnel costs must be included in the Personnel Detail worksheet. Staff salaries and associated fringe benefits necessary to direct service delivery. This category does not include subcontracted professional services or staffing. These costs should be allocated to the contractual services category and detailed/described in the line item for each cost. Please note positions related to fundraising are not allowable under CDBG. Federal guidelines must be followed regarding Salary and Bonus Limitations as stated in Public Law 113-76 Section 105.

Personnel Costs Budget Narrative (Justification): List each individual position by title and a brief job description including the function and responsibilities of each position. List positions in same order as in the Project Budget Detail worksheet. No calculations are to be provided in the narrative for personnel costs.

2. **Participant Costs:** Costs directly related to individual participants such as supportive services, participant payments (e.g. stipends), and participant supplies (e.g. items/equipment consumable by participants or which become their personal property).

Participant Costs Budget Narrative Detail: List each type of item with a unit cost x number of units. Number of units should be related to the number of participants that will receive the item.

3. **Programmatic Subcontract Costs:** Costs related to services contracted to an outside organization or company necessary to provide services to participants. Costs related to the purchase of goods or services from a general supplier, vendor transactions or part of general operating costs should not be included in this category and instead should be listed under Facilities/Infrastructure Costs.

Programmatic Subcontract Costs Budget Narrative: Any proposed subcontractors should also be included in the proposal narrative along with their responsibility and role. Detail the type of contractor and the approximate cost

expected.

4. **Supplies Costs:** Costs related to general office supplies, postage/delivery, printing, copying and other similar natured costs should be included in this section.

Supplies Costs Budget Narrative: Narrative for supplies cost should break down costs estimated per month and number of months.

5. **Staff Training Costs:** Costs related to the professional development of staff.

Staff Training Budget Narrative: Provide a description and estimated costs associated with staff development.

6. **Other Costs:** Costs that do not belong to above categories should be included in this category. It may include Indirect Cost, Audit Cost, Insurance Cost, etc.

Indirect Costs: If used, this rate should include audit, payroll and other costs of program support such as general costs that cannot be directly identified as a cost to any specific program, but are equitably allocated to all the programs that the organization operates and therefore should not also be listed in Facilities/Infrastructure Costs.

Note: An award recipient that proposes to use federal grant funds to pay for indirect costs but has never received a federally negotiated indirect cost rate may elect to charge a de minimis rate of up to 10% of its modified total direct costs (MTDC) which may be used indefinitely.

PAST PERFORMANCE QUESTIONNAIRE
City of Texas City
Community Development Department
Career Counseling Services RFP

Please complete this questionnaire and submit by April 19, 2022, to the email address below. Either typed or handwritten responses are acceptable.

Name of organization for which the questionnaire is being completed: _____

Name of company completing the questionnaire: _____

Information provided by:

Name of individual: _____

Title: _____

Signature: _____

Date: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____

E-mail address: _____

Contract Information

(Also to be supplied by respondent organization in the proposal.)

Contract Title: _____

Contract Number: _____ Contract Value: _____

Period of Performance: _____

Description of Services Provided: _____

Email completed questionnaires to: tsmith@texascitytx.gov

Please refer to the following descriptions when providing rating of each performance element.

PERFORMANCE LEVEL	Description
EXCELLENT	The contractor's performance clearly exceeds contractual requirements.
SATISFACTORY	No problems exist or only minor problems for which solutions are in hand.
MARGINAL	Problems exist for which the identified solution may not be adequate, but the problem appears to be within the contractor's ability to solve.
UNSATISFACTORY	Serious problems exist which may be outside the contractor's ability to solve. The contractor is in danger of not being able to satisfy contractual requirements and timely recovery is not likely.
NUETRAL/NOT APPLICABLE (N/A)	Not applicable or unable to provide information.

The evaluator identified above supplies the rating below, NOT the Respondent organization.

Please check the appropriate box for each performance element, and provide narrative information on the following pages.

Performance Elements	N/A	Excellent	Satisfactory	Marginal	Unsatisfactory
1. Quality of Product or Service					
2. Effectiveness of Management (including subcontractors)					

3. Initiative in Meeting Requirements					
4. Responsiveness to Technical Direction or Technical Assistance					
5. Responsiveness to Performance					
6. Customer Satisfaction					
7. Overall Performance					

Please provide narrative remarks and data, as appropriate, for each of the performance elements, particularly for ratings of Excellent or Unsatisfactory. You may continue on a separate sheet if needed.

1. Quality of Product or Service
2. Effectiveness of Management (including subcontractors)
3. Initiative in Meeting Requirements
4. Responsiveness to Technical Direction or Technical Assistance
5. Responsiveness to Performance Problems

6. Customer Satisfaction
7. Overall Performance
General Remarks on Excellent Performance:
General Remarks on Unsatisfactory Performance:

Would you do business with this organization (the respondent) again? _____ Yes
_____ No

PERFORMANCE METRICS

The Contractor will work closely with the Texas City Community Development Department in implementing local performance and attaining the prescribed standards for the delivery of services. On a quarterly basis, Contractor will be required to submit program performance data for all performance measures.

Contractual Performance Measures:

- Performance-Based Payment Measures – The contract payments are structured around performance-based payments. The performance-based payments will be paid monthly. If the Contractor does not meet the full payment threshold per measure, then they can receive partial payment on the number they met.

TABLE 1: PERFORMANCE MEASURES

	Performance Measures	Target Rate
Career Counseling	Provide Hire Up! Interns with 8 weeks of Career Counseling services	100%
Follow-Up	Provide monthly follow-up services	85%
Credential Attainment	Attainment of a recognized post-secondary credential	60%

TABLE 2: PERFORMANCE BASED PAYMENT MODEL

Domain	Measure	Target	Max Amount
Career Counseling	All Participants	16	\$8,000
Follow-Up	Monthly Contact	14	\$25,200
Education	Credential Attainment	3	\$ 2,000

TABLE 3: PERFORMANCE BASED PAYMENT DEFINITIONS

Domain	Measure	Definition	Target	Max Amount
Career Counseling	All Participants	Assessment, creation of ISS for each intern, and counseling	16	\$8,000
Follow-Up	Monthly Contact	Contact after completion of internship to manage ISS	14	\$25,200
Education	Credential Attainment	The percentage of those interns enrolled in education or training program who attained a recognized postsecondary credential.	8	\$ 2,000
			Total	\$ 35,200

Please note the performance metrics in this document are subject to change

PROPOSAL CHECKLIST

Use this Checklist to review your proposal to ensure you have included all applicable items listed below along with the formatting and page limit requirement. Provide the page number for the location for each listed item below.

Completed	Item	Page limit(s)
<input type="checkbox"/>	Submission of Proposal(s) uploaded in PDF format Due date: 3:00 P.M. (CST) on April 19, 2022	n/a
<input type="checkbox"/>	Submission of Budget uploaded in MS Excel format Due date: 3:00 P.M. (CST) on April 19, 2022	n/a
<input type="checkbox"/>	Conflict of Interest Disclosure Due date: 3:00 P.M. (CST) on April 19, 2022	
<input type="checkbox"/>	Font size: 11-point Arial	n/a
<input type="checkbox"/>	Text: Double-spaced, pages numbered sequentially with margins at least one inch	n/a
<input type="checkbox"/>	Language: English	n/a
<input type="checkbox"/>	Attachments: Identifiable by attachment label	n/a
<input type="checkbox"/>	Cover Page	1 Page
<input type="checkbox"/>	Table of Contents: Identifiable by section and page number	1 Page
<input type="checkbox"/>	Organizational Qualifications and Project Management	4 Pages
<input type="checkbox"/>	Resumes of Key Staff	No page limit
<input type="checkbox"/>	Organizational Chart	1 Page
<input type="checkbox"/>	Past Performance	1 Completed Questionnaire

<input type="checkbox"/>	Narrative	10 Pages
<input type="checkbox"/>	Budget File	Excel Attachment
<input type="checkbox"/>	Budget Narrative	Attachment
<input type="checkbox"/>	Cost Allocation Plan, if applicable: no page limit	Attachment
<input type="checkbox"/>	Staff Positions	2 Pages
<input type="checkbox"/>	Additional Attachments: Letters of support/commitment and Memorandums of Understanding (MOUs). Supporting charts, maps, visuals, and diagrams for narrative.	10 Pages

Annual Statement of Qualifications (SOQ)

This annual Statement of Qualifications (SOQ) allows potential Contractors to demonstrate their ability to receive federal funds. All sections of this form must be filled out entirely. Along with this completed form, please be sure to include all supporting documents. Rename your attachments referencing to the list below. *i.e., 1-Articles of Incorporation.pdf*

For your guidance, the checklist below details the *additional* supporting documents required:

- 1 A Copy of Articles of Incorporation
Save document as 1 – Articles of Incorporation
- 2 A copy of IRS Determination Letter
Save documents as 2 – IRS Determination Letter
- 3 A copy of current Certificate of Status from Texas Secretary of State
Save document as 3 - Certificate of Status from Texas Secretary of State
- 4 A copy of certifying agency that verifies organization classification
Save document as 4 - Verification of Organization Classification
- 5 A copy of your agency's most up-to-date insurance certificate
Save document as 5 – Current Insurance Certificate
- 6 A commercial general liability insurance policy
Naming the City of Texas City as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Contractor and Contractor Parties, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, . Contractor shall provide the TCCDD a certificate evidencing such insurance
Save document as 6 – Current Commercial General Liability Insurance Policy
- 7 A copy of your agency's organization's current budget
Save document as 7 – Current Budget

- 8 A statement in a letterhead providing the organization's Dun and Bradstreet Data Universal Numbering System (DUNS).
Save document as 8 – Dun and Bradstreet Data Universal Numbering System (DUNS)
- 9 A copy of your agency's organization chart.
Save document as 10 – Organization Chart
- 10 Attachment A – Signature Certification
Save document as Attachment A – Signature Certification
- 11 Attachment B- Certification Regarding Debarment
Save document as Attachment B – Certification Regarding Debarment
- 12 Attachment C- Certification Regarding Records Storage
Save document as Attachment C – Certification Regarding Records Storage
- 13 Attachment D- Certification Regarding Lobbying Restrictions
Save document as Attachment D – Certification Regarding Lobbying Restrictions
- 14 Attachment E- Conflict of Interest Questionnaire
- 15 Attachment F- Certificate of Interested Parties Form
- 16 Attachment G- Non-Collusion Bidding Certificate

Annual Statement of Qualifications (SOQ)

Date of Submittal: _____

Section 1. General Information

1. Name of Organization: _____

2. Primary Address: _____

3. Name of Contact: _____

4. Email Address: _____

5. Authorized Signatory*: _____

*See Attachment A for additional requirements and certification.

6. Legal Status: _____

7. If applicable, Organization Classification Status (Check the one that is most appropriate):

Emerging Business Organization

A small business whose size is no greater than 50 percent (50%) of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

Disabled Veteran Business Enterprises

A business whose not less than 51 percent (51%) of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

Disadvantaged Business Enterprise

A small business whose size is no greater than 50 percent (50%) of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity of which is no less than 51 percent (51%) unconditionally owned by one or more socially and economically disadvantaged individuals, Except for tribes, ANCs, NHOs, and CDCs, whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals.

Minority Business Enterprise

A business which is certified as being at least fifty-one percent (51%) controlled by one or more ethnic minority persons of either sex. An ethnic minority person shall be described as follows: Black Americans- Hispanic Americans - Native American - Asian and Pacific Islander American.

Business Organization

A small business which is certified as being at least fifty-on percent (51%) controlled by one or more non-minority males who are resident citizens of the United States and has forty-nine (49) or fewer full time, part-time or seasonal employees and no more than the equivalent of two-million dollars (\$2,000,000) in annual gross revenues.

Women Business Enterprise

A business whose size is at least 51 percent (51%) owned by one or more women; or in the case of any publicly owned business, at least 51 percent (51%) of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Certifying Agency: _____

Section 2. Governance and History

1. Governing Body, Board of Directors or Principles
(Attach a separate sheet, if needed)

Title:	Organization:
First Name:	Last Name:
Title:	Organization:
First Name:	Last Name:
Title:	Organization:
First Name:	Last Name:
Title:	Organization:
First Name:	Last Name:

2. In the past five (5) years, has your firm or any of its owners, partners or officers ever been investigated, cited, assessed any penalties, or have been found to have violated any laws, rules or regulations enforced or administered by any governmental entity? For this question, "owners" does not include owners of stock in your firm if the firm is a publicly traded firm.

Yes No

If "Yes", please list contracts your organization had with them in the last five (5) years. Attach additional sheet(s) of paper if necessary.

Why was this person arrested, cited, detained, or charged?	Date arrested, cited, detained, or charged? (mm/dd/yyyy)	Location (City, State, Country)	Outcome or disposition of the charge (no charges filed, charges dismissed, probation, citation, etc.)

Section 3. Financial History of Resources and Responsibilities

1. Is your organization now, or has it ever been at any time in the past five (5) years, the debtor in a bankruptcy case? If yes, please explain.

Yes No

2. Is your organization in the process of, or in negotiations of being sold?
If yes, please explain.

Yes No

3. In the past five (5) years, has any governmental, private entity, or individuals terminated your organization's contract prior to completion? *If yes, please explain.*

Yes No

4. In the past five (5) years, has your organization used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity? *If yes, please explain.*

Yes No

5. In the past five (5) years, has your firm been debarred or determined to be non-responsible bidder or contractor? *If yes, please explain.*

Yes No

6. Disallowed Costs

Identify any expenditure(s) that have been disallowed under any government contract during the past five (5) years. Include disallowances still in resolution and describe status. Use additional sheets if necessary. **If none, please indicate.**

Grantor	Date of Disallowance (mm/dd/yyyy)	Amount	Date Repaid (mm/dd/yyyy)

Section 4. Financial Management Structure

1. Provide an outline of your financial management structure, including the expertise of your staff to manage and account for governmentally funded programs.

2. Briefly describe the method by which your accounting system segregates the funding received by your organization.

3. Does your organization's time sheet system allow for your employees to record their hours worked by funded activities, including recording time in and out for meals? Briefly describe your organization's time sheet system (personnel activity report)?

4. Does your organization have written fiscal policies and procedures in place?

5. Briefly describe how your organization ensures that the duties of authorizing, recording, and maintaining custody of assets are segregated in practice.

Section 5. Complaints Structure

1. Provide an outline of your Complaints structure, including who is your designated individual who will operate as the Point of Contact (POC). Please include POC contact information such as name, position title, business address, email address, and telephone number. Please provide an organization chart.
2. Does your organization have written Equal Opportunity and Nondiscrimination policies and procedures in place?
3. Briefly describe how your organization handles the following types of complaints: Equal Opportunity and Non-Discrimination, Program Grievances, and Fraud/Waste/Abuse?

Attachment A- Signature Certification

This is to certify that the officials listed below are authorized to sign contracts and other legally binding documents on behalf of the organization, (company name, hereinafter "Respondent"). Respondent certifies that documents submitted to the City of Texas City are true and accurate to the best knowledge of the signatory.

Respondent also certifies that the City of Texas City is authorized to examine administrative and fiscal systems for compliance.

I certify that I am authorized to submit this Certification on behalf of the organization named above. If any information changes significantly, the City of Texas City will be notified within 10 business days. I certify that the contents of the documents submitted are true and correct.

Signature	Date
Printed Name	Title
Phone/Fax	Email

The following are additional authorized signatories:

Printed Name	Title
Phone/Fax	Email
Printed Name	Title
Phone/Fax	Email

Provide a formal documentation of delegation of signatory authority by organization's governing body.

Attachment C- Certification Regarding Records Storage

If contracted with the City of Texas City Community Development Department, Contractor will retain all records pertinent to this agreement for a period of four years from the date of final payment of this agreement. For purposes of this section, "access to" means that the Contractor shall at all times maintain within the State of Texas a complete set of records and documents related to activities funded by this agreement. The Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of Texas before the expiration of the agreement.

- Records pertaining to City of Texas City contracts are stored in the State of Texas

Address of Records Repository

This certification confirms records are stored at the location listed above. Delivery of records must be fulfilled within five business (5) days of written request. Organization certifies compliance with all other storage requirements.

Name of Authorized Representative

Title of Authorized Representative

Signature

Date

Attachment D- Certification Regarding Lobbying Restrictions

If contracted with the City of Texas City Community Development Department, the organization listed below assures and certifies to the lobbying restrictions as referenced in Byrd Anti- Lobbying Amendment (31 U.S.C. 1352). The following restrictions are included:

- a. No federal appropriated funds have been paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Insert name of organization

Name of Authorized Representative

Title of Authorized Representative

Signature

Date

Attachment G- Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Legal Name of Person, Firm or Corporation

Authorized Signature

Title

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Company Name

Signature of Authorized Official

Title of Authorized Official

Date



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Original



April 15, 2022

Mrs. Titilayo Smith

Community Development

City Of Texas City

928 5th Ave N.

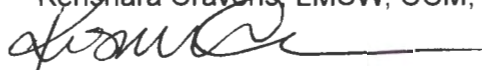
Texas City, TX 77590

Enclosed please find our proposal for BID 2022-012 Summer Youth Career Counseling Services. Craving For a Change Foundation Inc. is thankful for the opportunity to able to provide a bid to service the youth of Texas city.

If you have any questions or concerns, please feel free to contact me at kenshara.cravens@cravingforachange.com, or 832-297-1131/832-735-0077.

Warm Wishes,

Kenshara Cravens, LMSW, CCM, LCDC, Ph. d(C)



EIN-84-2020700

www.cravingforachagefoundation.com

Fax: (833) 584-0791

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Organizational Qualifications and Project Management

Craving For a Change Foundation is a nonprofit organization, that focuses on youth transition assistance. Under the youth transition services the services that are provided are career counseling career exploration, college transition assistance, social emotional learning, and soft skills building.

Craving For a Change Foundation has been in business since May of 2019 and has provide over 200 youth assistance at no cost since it has been operating. Craving For a Change is currently housed in La Marque High School and provided transition assistance twice a week for two hours. We have been in La Marque High School since 2020. We currently have not any federal funding to run our programs. We specialize in working with youth who come from low income, single parent, and minorities homes. With being an organization that was started at the beginning of COVID-19 we became very innovate. We began holding our classes via zoom and working with students that way. We also held live class to be able to meet the needs of the group.

Some of the risk that we can foresee with this project are lack of interest, lack of participation, psychosocial issues, and situational issues. When conduct working with the youth, we will always a form of check in weekly. In this weekly check in we will ensure that the youth does not have any external factors that are creating a barrier to them receiving assistance. When their factors are identified we will assist and provide case management services to ensure that the matters are addressed to ensure that they are able to continue the program. We will also address of lack or interest and or participation by engaging with the group and understanding their needs.

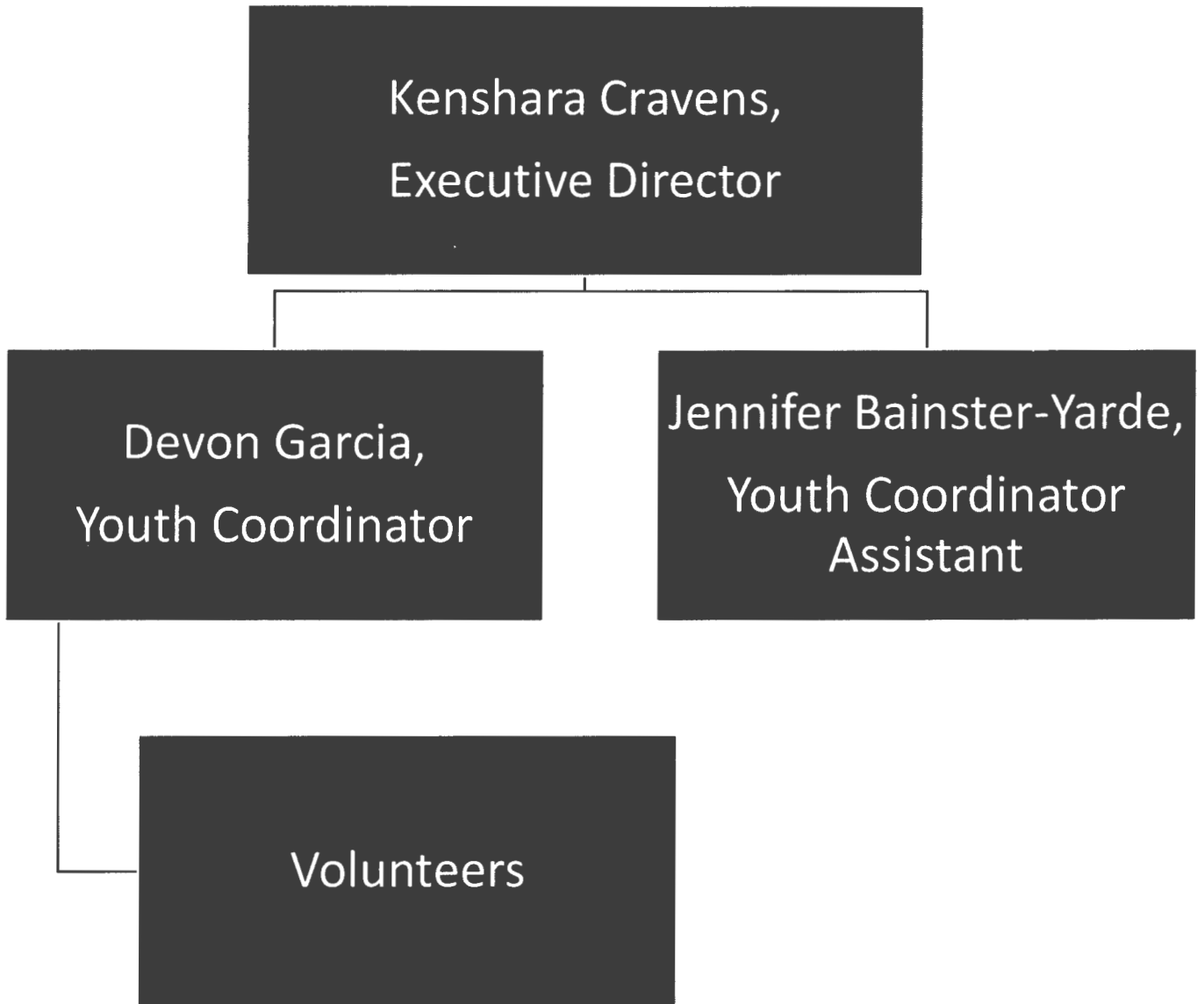
The program will be measured by 3 domains from the craving for a change perspective. Student engagement (e.g., number of careers advising appointments, number of workshops

attended, number of job interviews scheduled) 2. Job search support (e.g., number of employers at career fairs, number of employers posting jobs and internships, total number of jobs and internships posted) 3. Student success (e.g., job placement rates, graduate school placement). We will utilize a excel system that we input weekly when having our one-on-one counseling to gage how much of each domain the youth are engaging in.

We have a consultant company that we use that performs quality and compliance checks for the organization. They ensure that timesheets match, they perform audits on our Monitoring and Evaluation Planning, and also interstate any complaints.

To ensure that funds are used properly and according to policy, process, and according to overall spending we conduct monthly financial audits. These audits are also review by our tax preparer who ensure that funds match. This is done monthly as a strength, and also is reviewed by an outside person. The weakness is that our staff first completes the audit.

Organizational Chart



Kenshara Cravens, LMSW, CCM, LCDC(CI)

Address- 7825 Diamond Oak Texas City, Texas 77591 Ph:8322971131

Kenshara11@gmail.com

Seeking a position where previous social work skills can be utilized. Including program development, discharge planning, training, case management, supervising, and community outreach/education. A highly enthusiastic, and organized master's level social worker with experience in medical social work; providing clients with resources and effective interventions. Willing to explore in other areas where social work skills can be applied to help others.

EDUCATION

Walden University, Minneapolis, Minnesota

- Ph. D in Social Work, Anticipated June 2022
- **Stephen F. Austin State University, Nacogdoches, Texas**
- Masters in Social Work, May 2016
- **Stephen F. Austin State University, Nacogdoches, Texas**
- Bachelors of Social Work, December 2014

ACCOMPLISHMENT/AWARDS

- United Health Care, Sages Of Clinical Services, August 2021
- United Health Care Aquamarine, Collaboration October 2019
- United Health Care Opal Award, Collaboration August 2019
- The Bachelor of Social Work Leadership Award, Fall 2014
- President's List, Fall 2014
- President of School of Social Work Student Council, Spring 2014
- Dean's List, Fall 2013, Spring 2014
- Who's Who's Among Students in American Universities and Colleges, 2014

LICENSING/CERTIFICATIONS

Commission for Case Manager Certification

- Certified Case Manager, Expires 8/2025

Texas Behavioral Health Executive Council

- Licensed Masters Social Worker, Currently In Supervision Set To End 3/14/2022

Minnesota Board of Social Work

- Licensed Graduated Social Worker, Expires 2/2024

Texas Sectary of State

- Notary Public, Commission Expires 11/2021

Texas Department of State Health Services

- Licensed Chemical Dependency Counselor Intern, Expires 8/2021

RELATED EXPERIENCE

Adjunct Associate Professor

Jan 2022-Present

Saint Mary's University of Minnesota, Winona, Minnesota

Responsible for selecting and compiling tests, assignments and/or online discussion exercises that permit measurement of performance relative to standardized learning objectives with master level college students. Coordinate courseware and curriculum with academic department chair. The adjunct professor is responsible for reviewing any textbook and other courseware changes with the academic department chair and

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●832-735-0077

other full-time faculty teaching the course. Facilitate class instruction. The adjunct professor is responsible for teaching the assigned class in accordance with learning objectives and session plan outlines. Evaluate student performance. The adjunct professor is expected to administer evaluations of student performance based on course deliverables and course rubrics. All course grades will be posted on the canvas grade center. Adhere to protocol guidelines. The adjunct professor is responsible for participation in any chat sessions as determined by the course. Respond promptly to grade determination. The adjunct professor submits grades for any assignments, discussion board exercises, and exams and course completion. Input final grades into the canvas grade center.

Clinical Reimbursement Director (Project Based Only/ Part Time) Oct 2021-Present

National Association of Social Worker, Austin, Texas

The director supports the social workers' unique clinical needs, communicating with others, variety, new challenges, and an opportunity for innovative work on issues important to the profession. This is a job where make a change and see the enormous benefits of combining skill, knowledge and advocacy. There is a research component in this role to be able to respond to member inquiries. On a regular basis, the Director maintains and monitors the 300-member interactive Clinical Reimbursement Listserv and responds to member questions with resources and references.

Therapist/Counselor (Project Based Only/ Part Time) Sep 2020-January 2021

Interface EAP, Houston, Texas

Therapist is responsible for assisting clients. The primary means for providing clinical service is through assessment and referral of clients. When appropriate, the counselor provides additional short-term problem resolution. The counselor also provides monitoring and follow-up of clients when indicated and follow-up with the employer when the client was referred formally.

Clinical Group Facilitator (Part time) Sep 2020-Present

Craving For A Change Foundation Inc, La Marque, Texas

Working under an ACE 21st century contract facilitator provides a support group to high school aged children for an after-school program. The position is responsible for working with youth to help them understand mental health and how to deal with it. Some of the topics include but not limited to depression, bullying, parent issues, and anxiety. Duties include creating content for the group, facilitating the group, and providing one on one sessions when needed. Utilizing the SEL approach.

LCDC Intern (Part time) Sep 2019-Sep 2020

The R.E.A.L Program, Galveston, Texas

Working under TDC contract counselor will provides direct care by assessing a patient's status and issues by interviewing them, obtaining personal information and medical history. Counselor designs treatment and rehabilitation program by using his/her knowledge of alcohol and drug dependency and counseling, while tailoring the process based on patient's needs. Providing individuals and group sessions. Counselor modifies treatments by maintaining case history and progress notes while observing his/her patients. Counselor works to restore patients to productive roles by educating them about available community-based organizations, and social and employment services. Counselor will work with a team made up of other clinicians and medical staff to provide effective treatment to the patients.

Service Coordinator June 2019-Present

United Healthcare, Sugarland, Texas

Assess, plan and implement care strategies that are individualized by patient and directed toward the

most appropriate, least restrictive level of care. Identify and initiate referrals for social service programs; including financial, psychosocial, community and state supportive services. Manage the care plan throughout the continuum of care as a single point of contact. Communicate with all stakeholders the required health-related information to ensure quality coordinated care and services are provided expeditiously to all members Advocate for patients and families as needed to ensure the patient's needs and choices are fully represented and supported by the health care team. Working with the severe persistent mental illness population.

Social Worker/Case Manager

St Joseph Medical Center, Houston, Texas

October 2018- June 2019

Coordinates patient's care from pre-admission, through hospitalization, to post-discharge follow-up with emphasis on collaborative relationships with patients and families, clinical nurses, physicians, and other health team members to best meet the patient's physical, emotional, and spiritual needs. Assists patients and families in coping with problems resulting from severe or long-term illness, and with difficulties in recovery and rehabilitation. Interviews patients and families to obtain psychosocial history, assists patients in resolving environmental difficulties interfering with attainment of maximum benefits from medical care and conducts routine discharge planning. Maintains documentation according professional and department and facility standards. Directs patients to designated community agencies or resources, as necessary. Using the problem-solving process that includes assessment, problem identification, goal definition, plan development, evaluation and revision of the plan to achieve optimum patient outcomes. Working in med surgical, Emergency Department, and Inpatient rehab.

Social Services Director

Pasadena Care Center, Pasadena Texas

Apr 2018-Oct 2018

Responsible for to planning, organizing, developing, and directing the overall operation of our the Social Services Department in accordance with current federal, state, and local standards, guidelines and regulations, our established policies and procedures, and as may be directed by the Administrator, to assure that the medically related emotional and social needs of the resident are met/maintained on an individual basis. Coordinate podiatry, dental and vision services. Coordinate discharge planning.

Adjunct Professor

University of Texas at Arlington, Arlington Texas

Aug 2017-Present

Responsible for selecting and compiling tests, assignments and/or online discussion exercises that permit measurement of performance relative to standardized learning objectives with master level college students. Coordinate courseware and curriculum with academic department chair. The adjunct professor is responsible for reviewing any textbook and other courseware changes with the academic department chair and other full-time faculty teaching the course. Facilitate class instruction. The adjunct professor is responsible for teaching the assigned class in accordance with learning objectives and session plan outlines. Evaluate student performance. The adjunct professor is expected to administer evaluations of student performance based on course deliverables and course rubrics. All course grades will be posted on the canvas grade center. Adhere to protocol guidelines. The adjunct professor is responsible for participation in any chat sessions as determined by the course. Respond promptly to grade determination. The adjunct professor submits grades for any assignments, discussion board exercises, and exams and course completion. Input final grades into the canvas grade center.

Medical Social Worker (PRN)

Home Care Providers, Houston Texas

Aug 2017 -Mar 2019

Collaborated with other professionals to evaluate patients' medical and or physical condition to assess the client needs. Advocate for the clients or patients to resolve crises. Refer patient, client, or family to community resources to assist in recovery from mental or physical illness and to provide access to services such as financial assistance, legal aid, housing, job placement or education. Investigate for any signs of abuse

or neglect and take authorized protective action when necessary. Counsel clients and patients in individual and group sessions to help them overcome dependencies, recover from illness, and adjust to life.

Care Manager (PRN)

Humana at Home, Houston Texas

Jan 2017 -Aug 2017

Engage Humana members in a collaborative relationship which empowers the member to manage his or her physical, environmental and psycho-social health issues, to improve and maintain lifelong wellbeing and remain at home. Provide "best-in-class" complex care management to Humana's most vulnerable members, the frail elderly, the chronically ill and the functionally challenge. Identify risks, gaps in care and prevent unnecessary hospitalizations and emergency room visits by developing an individualized interdisciplinary plan of care for members and families to follow in order to achieve lifelong wellbeing in the home. Educate the member on preventative health care. Comply with all onboarding, annual and other mandatory trainings as assigned. Collaborate with other members of the "care team" including members' physicians and Humana clinical associates. Maintain HIPPA compliance. Educate on resources to assist with medication reconciliation and understanding of medical conditions.

Medical Social Worker (PRN)

Denson Home Health, Webster Texas

Jan 2017 -Aug 2017

Collaborated with other professionals to evaluate patients' medical and or physical condition to assess the client needs. Advocate for the clients or patients to resolve crises. Refer patient, client, or family to community resources to assist in recovery from mental or physical illness and to provide access to services such as financial assistance, legal aid, housing, job placement or education. Investigate for any signs of abuse or neglect and take authorized protective action when necessary. Counsel clients and patients in individual and group sessions to help them overcome dependencies, recover from illness, and adjust to life.

Medical Social Worker

Harbor Hospice, Houston, Texas

October 2016-April 2018

Collaborated with other professionals to evaluate patients' medical and or physical condition to assess the client needs. Advocate for the clients or patients to resolve crises. Refer patient, client, or family to community resources to assist in recovery from mental or physical illness and to provide access to services such as financial assistance, legal aid, housing, job placement or education. Investigate for any signs of abuse or neglect and take authorized protective action when necessary. Council clients and patients in individual and group sessions to help them overcome dependencies, recover from illness, and adjust to life. Help clients receive any needs to alleviate the end of life stress.

Medical Social Worker

CHI St Luke's Health Memorial Specialty Hospital, Lufkin, Texas

June 2016-October 2016

Provide individuals, families, and groups with the psychosocial support needed to cope with chronic, acute, or terminal illnesses. Services include advising family care givers, providing patient education and counseling, and making referrals for other services. May also provide care and case management or interventions designed to promote health, prevent disease, and address barriers to access to healthcare. Assisting patients with transitioning out of the hospital by discharge planning.

Medical Social Worker

Bethany Home Health Services/Hospice, Nacogdoches, Texas

July 2015-October 2016

Collaborated with other professionals to evaluate patients' medical and or physical condition to assess the client needs. Advocate for the clients or patients to resolve crises. Refer patient, client, or family to community resources to assist in recovery from mental or physical illness and to provide access to services such as financial assistance, legal aid, housing, job placement or education. Investigate for any signs of abuse or neglect and take authorized protective action when necessary. Council clients and patients in individual and group sessions to help them overcome dependencies, recover from illness, and adjust to life. Help clients receive any needs to alleviate the end-of-life stress.

JOB EXPERIENCE

Volunteer Coordinator

Bethany Hospice of East Texas Nacogdoches, Texas

Jan 2016-Oct 2016

- Manage Volunteers and manage volunteer resources to assist in the delivery of the organization's programs and services.
- Recruitment, retention, and training of volunteers.
- Program development of Volunteer Program.
- Community outreach to build community relationships.

SUMMARY OF SKILLS

- Highly organized
- Knowledgeable in MS Word, PowerPoint, Excel, Publisher, Adobe, and Sorian
- Effective team player
- Good communication skills
- 35Wpm

LEADERSHIP

- Craving for A Change Foundation Inc., Founder/ Chief Executive Officer
- Texas Southern University, Field Instructor 2018
- University of Texas at Arlington, Field Instructor, 2019

PROFESSIONAL ASSOCIATIONS/VOLUNTEER EXPERIENCE

- Community Development Block Grant Citizen Advisory Committee Texas City-Vice Chair,2021
- City of Texas City Grant Reviewer- Current
- Galveston County Food Bank Home Delivered Meal Volunteer,2020-Current
- Health Resources and Services Administration, Grant Reviewer, 2021
- National Association of Social Worker Texas, Abstract Reviewer, 2021
- National Association of Social Workers Conference, Student Volunteer, 2014
- Houston Area Urban League Young Professional, Member 2019
- Community Assistance Providers, Co-Treasure 2019
- Houston Livestock and Rodeo Houston, Black Heritage Committee Member, 2019
- National Association of Black Social Worker, Member, 2019
- National Association of Social Workers Conference, Student Volunteer, 2019
- Houston Livestock and Rodeo Houston, Scholarship Judging, Judge, 2020

DEVON GARCIA

433 N PINE RD, TEXAS CITY, TX 77591 · (409)204-2931
devongarcia3119@gmail.com

EXPERIENCE

12/27/2021 – CURRENT

ADMINISTRATOR, THE WOOD GROUP

As the residential administrator I am responsible for overseeing the day to day functioning of the crisis respite facility functioning. I manage operations and a staff of 11 individuals in addition to a maximum of 10 clients from the adult mental health population.

06/2/2021 – CURRENT

YOUTH COORDINATOR , CRAVING FOR A CHANGE FOUNDATION

As the youth coordinator I am responsible for designing, implementing, and/or maintaining programs that reflect the needs and interests of the youth.

10/14/2019 – 12/27/2021

MENTAL HEALTH CASE MANAGER, GULF COAST CENTER

Provide clients residing in the Brazoria and Galveston counties with resources to maintain/pursue independent living. Effectively model appropriate skills to assist with clients functioning within society.

EDUCATION

JULY 2020 – CURRENT

MSW, OUR LADY OF THE LAKE UNIVERSITY

MAY 2017

JUVENILE JUSTICE AND PSYCHOLOGY B.S, PRAIRIE VIEW A&M UNIVERSITY

Deans list each semester, Panther Pride Summer Bridge program counselor, volunteer experience with disabled youth within my school community

SKILLS

Experience with team work due to involvement in various campus groups Proficient with Microsoft programs

Passionate about expanding my knowledge

ACTIVITIES

Participated via volunteer services at an equine therapy facility in Waller, TX that catered to youth and adult populations with disabilities. Toured Giddings State School in Giddings, TX and spoke with the juvenile population face to face, followed by a tour and face to face interactions with the adult

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●832-735-0077

population at the State Penitentiary in Huntsville, TX. Received many leadership awards in school from the MCJROTC program that I participated in for four years. Passionate about expanding my experience within the social work field to continue assisting vulnerable populations with their needs.

Jennifer A. Bannister-Yarde

7909 Sliver Oak DR.
Texas City, TX 77591
979-530-6930

bannisteryardej28@outlook.com

GOALS To reach one child at a time plant seeds with the hope of them to grow academically, socially, and psychologically.

EDUCATION

Master of Social Work Program, March 2020 (currently enrolled)
Our Lake of the Lake University Online Program, San Antonio TX
Generalist Social Work Practice: Individuals and Families
Human Behavior and the Social Work Environment
Generalist Social Work Practice: Organizational and Community

Bachelor of Science, Criminology, December 2013
University of Houston-Clear Lake, Houston, TX
Courses: Juvenile Delinquency, Deviant Behavior, Criminology,
Anthropology of Food, Probation and Parole, Criminal Law

Associate of Arts, General Studies, May 2011
College of the Mainland, Texas City, TX

Experience

Craving For A Change Foundation **Texas City, TX**
Youth Coordinator Assistant 12/22/2021-Current

- Assist youth coordinator with program implementation
- Assist in the creation of materials
- Assist with group facilitation
- Work with a caseload of 5-10 youth monthly

Kelly Educational Services **Houston, TX**
Substitute Teacher 08/22/2014-02/25/2020

- Works with grade school students PreK-12th grade
- Works in multiple schools throughout Harris County
- As the Primary teacher or the Teacher Assistance
- Also, work in facilities
- Works with at-risk youth in after school programs
- Contract worker

Harris County Juvenile Probation **Houston, TX**

- Harris County Youth Village
- Juvenile Justice Detention Center
- We are to maintain the safety and security of the residents.
- While maintaining 24 hr. surveillance with hopes of the residents learning to be law-abiding citizens.
- We also help the residents obtain their high school diploma and or GED as well.
- We are the eye and ears of the Supervisor, Probation Officers, and Therapists up to the Judge to determine when these residents can be release case by case basic sole up to their behavior.

Harris County Juvenile Probation
Service-Learning Case Aid

Houston, TX
02/18/19- 11/26/2019

- Assist Service-Learning Juvenile Probation Officers with weekly projects.
- Assist with Done-In-A-Day (Saturdays) at various C.U.P.S. units.
- Assist with office projects
- Grant Research
- Work at JJAEP Excel Academy assisting the youths with project research as well as presentations.
- Assist with teaching youths the importance of Horticulture Mondays through Thursday. On Fridays assisted with The Gardening club, a therapeutic class gets the youths outside showing them how to take care of a garden outside hands-on. Also, the importance of having a healthy nutritional diet

Community Service

Planting Seeds of Love Life Coaching 2020- Present

- Certified Life Coach
- Healthy Lifestyle Coaching
- Providing Fitness and nutritional tips
- Guided Meditation Session
- Youth Mentorship
- Motivational Speaker

President of the Baby Stewart Foundation 2015- Present

- Organize fundraisers
- In charge of community research
- Distribute donations to several business clients
- Provide car seat safety and sex education classes.

Houston Food Bank/Day of Service, March 2012

Rainbow Connection/UTMB Health, March 2012

- Facilitated recreational activities at Camp for All
- Advised children with cancer and their siblings on how to overcome fears and barriers.

Mission Trip/Managua, Nicaragua, June 2002

Professional
Development

University of Houston-Clear Lake

- New Student Orientation Leader Spring 2012- 2013
- National Society of Leadership and Success Spring 2012-2013
- Black Student Association Fall of 2011-2013
- Student Leadership and Community Engagement Spring 2012-2013
- Alpha Phi Sigma National Criminal Justice Honor Society
December 2013- present
- Teen and Police Service Academy (TAPS) Spring 2014-2015
- Goals are to reduce the social distance between at-risk youth and law enforcement.

Skills

Computer- Power Point, Word, Excel
Retail- Sales Associate, Customer Services

***References are available upon request.**

Solutions Profile

Orientation, Goals, and Assessment

By allowing the youth to be the decision maker in this step is very important.

Encouraging them to define their goals, is the first step. To support the youth in developing goals that are responsive to their needs and interest an assessment will be complete by the staff with youth. In the assessment the youth will began to speak about their needs, and things that they are interested in. From there staff will work with the youth to complete SMART goals.

Career Navigation, Participation Engagement, and Retention

After the youth has identified career interest, we will provide the students with an opportunity to be connected with adults who are already in the careers that they are interested in. We will allow a day where the adults will come to engage with the youth. After the initial engagement during the one-on-one sessions the youth will be asked about their mentorship experience and how that is going. At any time if there is a need to change mentors this will be done rapidly. We will also check in weekly with the adults to ensure that the process is working out. If not at that time we will address the issue.

Our plan for participation engagement would include bi-weekly needs assessment. In this assessment we are able to gage the needs to the youth participating. By conducting the assessment, we are able to find out what is needed and implement those things to keep the youth engaged. The retention plan would include the implementation of the needs identified as well. Some of the additional things that would be set in place to assist with retention is offering the youth realistic information, and skills to grow in the profession of their liking. Such as mock interview, mini career fairs, and conflict resolution training.

The follow up plan will be broken up into three level. The first level will be our freshman/sophomore students. This level will include quarterly calls. In these calls we will conduct a basic psychosocial assessment to ensure that the students basic needs are being

met. From there we will then discuss the ISS plan. We will identify there the student are at with their goals what is needed and provide the support that is needed. The second level will most consist of the juniors. In this level there will be calls every other month. In these calls we will also conduct a basic psychosocial assessment to ensure that the students basic needs are being met. At this level we also discuss the ISS plan, but we will start more in-depth conversation such as next steps, schools' status, barrier, and preparing for interviews. Lastly the third level will have call monthly. This are out students that are graduating or have graduate. We will be working with them monthly and for some biweekly with the career transition process. We will conduct job searches, have mock interviews, discuss ethical dilemmas, and other needed tools for become a young working professional.

With our staff all being social worker and certified in social emotional learning we have a lot of confidence building skills techniques that we will employ to assist with improving self-efficacy. Some of those tools would be; practicing mindfulness, practicing positive thought, positive journaling, and reflection activities.

Also, with our staff being social workers we will provide a great about of educating on resources finding. We will conduct activities where we test the youth's abilities to find resources on their own after being educated on how look for them. Some of steps we will educate them on in starting with your city/county resources and then expanding the search from there.

Our organization already has great connection with the community resources in the area. We will provide the youth with a resocues manual when they first began. And throughout the 8 week we will have some community partners come and speak with the youth. We will also provide them with information weekly on different events that the community partners are hosting. During our follow up we will go over resources that are identified as a need in our assessments.

The performance measures are based on, career counseling, follow-up, and education. I can for see no issues with meeting the standards provided. The company is equipped with staff

that can provide the weekly group sessions, as well as the one-on-one counseling. The follow up is also the same. The same staff that will performance the one-one-ones will follow those same youth for follow ups. Lastly, deepening on the group of students would depend on how successful the credential attainment will be. Some of the youth will go into field that do not require a credential attainment. For those who are we will work with ensuring that they are prepared for the test needed.

Summer Youth Career Counseling Budget

Expenses	Budget
Salaries/Payroll	6,480
Office Supplies	1,000
Computer Supplies	650
Educational Supplies	200
Participant Cost	24,000
Staff Training	300
Total Expenses	33,230

Project Budget

The screenshot shows a Microsoft Excel spreadsheet with the following data:

Expenses	Budget
Salaries/Payroll	6,480
Office Supplies	1,000
Computer Supplies	650
Educational Supplies	200
Participant Cost	24,000
Staff Training	300
Total Expenses	33,230

The spreadsheet interface includes the following elements:

- File Name:** Summer Youth Career Counseling Budget
- Menu Bar:** File, Home, Insert, Draw, Page Layout, Formulas, Data, Review, View, Help
- Quick Access Toolbar:** Save, Undo, Redo
- Home Tab Ribbon:** Font, Paragraph, Styles, Editing, Links, Comments, Tables, Data Tools, Language, Proofing, Windows, Ribbon
- Worksheet Grid:** Columns A-K, Rows 1-25
- Status Bar:** Ready, Accessibility: Good to go, 100% zoom

Personnel

Executive Director (100%)	(\$400/mo. x 24 mos.)	\$9,600
Youth Director (100%)	(\$300/mo. x 24 mos.)	\$7,200
Assistant Youth Director (100%)	(\$200/mo. x 24 mos.)	\$4,800

Personnel Sub-total

\$21,600

Executive Director (Kenshara Cravens). This position is responsible for the daily management of the craving for a change foundation. The Director is responsible for submitting all fiscal and programmatic reports to IRS. Funding for this position in the amount of **\$9600 for 24 months** is requested. This role performs half of full-time role as in-kind donation.

Youth Director (Devon Garcia). This position is responsible for all onsite monitoring of project activities, conducting pre/posttest, and serving as a liaison with the youth. This position reports directly to the Project Director. Funding for this position in the amount of **\$7200 for 24 months** is requested. This role is a part time role, and half of the time is used as an in-kind donation.

Assistant Youth Director (Jennifer Bannister-Yarde). These positions are responsible for assisting the youth director with any need. Funding for these positions in the amount of **\$4800 for 24 months** is requested. This role is a part time role, and half of the time is used as an in-kind donation.

The ask is only 30% of the personal salary budget come from the proposal.

(\$21,600x.3) = \$6480

Operating Expenses (a.k.a. "Supplies" or "Commodities")

Office Supplies:

Paper	\$250
Pens and pencils	\$100
Postage	\$250
Copying	<u>\$400</u>

	Subtotal		\$1,000
Computer Supplies:			
	(1) Laser Printer		<u>\$650</u>
			\$650
	Subtotal		
	Program Workbook	\$200	
Educational Supplies:			
	Subtotal		<u>\$200</u>

Operating Expenses Sub-total \$1850

Office Supplies: A sum of \$1,000 is requested to cover the costs of daily program operations. This is including costs for office supplies for the Project Manager, Assistant Project Manager, and Administrative Assistant. Copying costs are requested for the production of a public information pamphlet to be distributed in the target community.

Computer Supplies:

Laser Printer: A sum of \$650 is requested to purchase a 25 ppm black laser printer to be shared by project staff. All purchased equipment will be labeled and placed on the agency inventory list.

Educational Supplies: A sum of \$200 is requested to purchase the model program workbooks.

Staff Training

(3) Career Counseling Refresher Class		\$300
---------------------------------------	--	-------

Staff Training Sub-total \$900

Participant Cost

(14) Follow Up	1,000 (1,000x14)	\$14000
(8) Credential Attainment	250 (250x8)	\$2000
(16) Career Counseling	500 (500x16)	\$8000
	Participant Cost Sub-total	\$24,000

Grant Total: \$33,230

Annual Statement of Qualifications

Annual Statement of Qualifications (SOQ)

This annual Statement of Qualifications (SOQ) allows potential Contractors to demonstrate their ability to receive federal funds. All sections of this form must be filled out entirely. Along with this completed form, please be sure to include all supporting documents. Rename your attachments referencing to the list below. *i.e., 1-Articles of Incorporation.pdf*

For your guidance, the checklist below details the *additional* supporting documents required:

- 1 A Copy of Articles of Incorporation
Save document as 1 – Articles of Incorporation
- 2 A copy of IRS Determination Letter
Save documents as 2 – IRS Determination Letter
- 3 A copy of current Certificate of Status from Texas Secretary of State
Save document as 3 - Certificate of Status from Texas Secretary of State
- 4 A copy of certifying agency that verifies organization classification
Save document as 4 - Verification of Organization Classification
- 5 A copy of your agency's most up-to-date insurance certificate
Save document as 5 – Current Insurance Certificate
- 6 A commercial general liability insurance policy
Naming the City of Texas City as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Contractor and Contractor Parties, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, . Contractor shall provide the TCCDD a certificate evidencing such insurance
Save document as 6 – Current Commercial General Liability Insurance Policy
- 7 A copy of your agency's organization's current budget
Save document as 7 – Current Budget

- 8 A statement in a letterhead providing the organization's Dun and Bradstreet Data Universal Numbering System (DUNS).
Save document as 8 – Dun and Bradstreet Data Universal Numbering System (DUNS)
- 9 A copy of your agency's organization chart.
Save document as 10 – Organization Chart
- 10 Attachment A – Signature Certification
Save document as Attachment A – Signature Certification
- 11 Attachment B- Certification Regarding Debarment
Save document as Attachment B – Certification Regarding Debarment
- 12 Attachment C- Certification Regarding Records Storage
Save document as Attachment C – Certification Regarding Records Storage
- 13 Attachment D- Certification Regarding Lobbying Restrictions
Save document as Attachment D – Certification Regarding Lobbying Restrictions
- 14 Attachment E- Conflict of Interest Questionnaire
- 15 Attachment F- Certificate of Interested Parties Form
- 16 Attachment G- Non-Collusion Bidding Certificate

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803331173 05/30/2019
Document #: 892927180002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Craving for a Change Foundation Inc.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

Rocket Lawyer Corporate Services LLC

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

3610-2 N Josey Ln #223 Carrollton TX 75007

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Kenshara Cravens**

Title: **Director**

Address: **7825 diamond oak dr TEXAS CITY TX, USA 77591**

Director 2: **Shanikqua Miller**

Title: **Director**

Address: **1026 Sycamore St La Marque TX, USA 77568**

Director 3: **Jaquavia Demus**

Title: **Director**

Address: **931 Callery Creek Dr Houston TX, USA 77053**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Providing education like assistance

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Vanessa Calhoun 2804 Gateway Oaks Dr STE 100, Sacramento, CA 95833

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Vanessa Calhoun

Signature of organizer.

FILING OFFICE COPY

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 13 2020**

CRAVING FOR A CHANGE FOUNDATION INC
7825 DIAMOND OAK DR
TEXAS CITY, TX 77591-0000

Employer Identification Number:
84-2020700
DLN:
26053483001560
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990-PF Required:
Yes
Effective Date of Exemption:
May 30, 2019
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076

CRAVING FOR A CHANGE FOUNDATION INC

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements



Franchise Tax Account Status

As of : 04/15/2022 00:23:52

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

CRAVING FOR A CHANGE FOUNDATION INC.

Texas Taxpayer Number 32070898062

Mailing Address 2501 PALMER HWY STE 260 TEXAS CITY, TX 77590-7069

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 05/30/2019

Texas SOS File Number 0803331173

Registered Agent Name KENSHARA CRAVENS

Registered Office Street Address 7825 DIAMOND OAK DR TEXAS CITY, TX 77591



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Kenshara Cravens craving for a change foundation inc. 2501 Palmer Hwy Ste 260 Texas City, TX 77590	INSURER A: Next Insurance US Company 16285	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

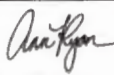
COVERAGES **CERTIFICATE NUMBER:** 3657613 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXTXSPVTRV-00-GL	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER Kenshara Cravens craving for a change foundation inc. 2501 Palmer Hwy Ste 260 Texas City, TX 77590	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Craving For A Change Foundation

Fiscal Year 2022 Organizational Operating Budget January 1, 2022--December 31, 2022

Expenses	
Payroll & Benefits (Will become Inkind if not enough funding 10,500)	\$0
Professional Fees -- Engineering & Fund Raising Consultants	100
Professional Fees -- Bookkeeping, Audit, & Legal	1,500
Travel/Mileage Reimbursement	200
Rent	6,800
Insurance (liability, directors & officers)	400
Supplies (office & field)	1,000
Advertising & Marketing	1,200
Bank Fees & Payroll Processing Fees	65
Postage	800
Equipment and Software	600
Internet Access & Web Page Design	500
Professional Development	1,000
Dues, Fees, & Memberships	1,000
Cougar to Cougar Scholarship	1,200
Youth Transtion Academy	3,500
Homless Outreach Program	3,000
Healthcare Literacy Program	3,000
Total Expenses	\$25,865
Revenue	
Individual Contributions (memberships, annual appeal, memorial gifts)	\$8,000
Corporate Contributions	3,000
Foundation Grants	6,000
Government Grants	0
Investment Income	0
Contracted Services	8,500
Events/Fundraiser	3,000
Merchandise Sales	0
Total Revenue	\$2,665



CRAVING FOR A CHANGE
foundation INC.

Craving For A Change Foundations DUNS: 117516058

Kenshara Cravens

Executive Director

Kenshara Cravens,
Executive Director

Devon Garcia,
Youth Coordinator

Jennifer Bainster-Yar
Youth Coordinator
Assistant

Volunteers

Annual Statement of Qualifications (SOQ)

Date of Submittal: 4-15-22

Section 1. General Information

1. Name of Organization: Crawling For A Change Foundation
2. Primary Address: 2501 Palmer Hwy # 200 Texas City TX 77590
3. Name of Contact: Kenshara Crawers
4. Email Address: Info@CrawlingforaChange.com
5. Authorized Signatory*: Kenshara Crawers
*See Attachment A for additional requirements and certification.
6. Legal Status: Citizen of US

7. If applicable, Organization Classification Status (Check the one that is most appropriate):

Emerging Business Organization

A small business whose size is no greater than 50 percent (50%) of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

Disabled Veteran Business Enterprises

A business whose not less than 51 percent (51%) of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

Disadvantaged Business Enterprise

A small business whose size is no greater than 50 percent (50%) of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity of which is no less than 51 percent (51%) unconditionally owned by one or more socially and economically disadvantaged individuals, Except for tribes, ANCs, NHOs, and CDCs, whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals.

Minority Business Enterprise

A business which is certified as being at least fifty-one percent (51%) controlled by one or more ethnic minority persons of either sex. An ethnic minority person shall be described as follows: Black Americans-Hispanic Americans - Native American - Asian and Pacific Islander American.

Business Organization

A small business which is certified as being at least fifty-on percent (51%) controlled by one or more non-minority males who are resident citizens of the United States and has forty-nine (49) or fewer full time, part-time or seasonal employees and no more than the equivalent of two-million dollars (\$2,000,000) in annual gross revenues.

Women Business Enterprise

A business whose size is at least 51 percent (51%) owned by one or more women; or in the case of any publicly owned business, at least 51 percent (51%) of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Certifying Agency: _____

Section 2. Governance and History

**1. Governing Body, Board of Directors or Principles
(Attach a separate sheet, if needed)**

Title: <i>President</i> <i>Christian</i>	Organization: <i>Caring For A Cause</i>
First Name:	Last Name: <i>Crawens</i>
Title: <i>Treasurer</i> <i>Suan Kyua</i>	Organization: <i>Caring For A Cause</i>
First Name:	Last Name: <i>Miller</i>
Title: <i>Secretary</i> <i>Sa'guana</i>	Organization: <i>Caring For A Cause</i>
First Name:	Last Name: <i>Demas</i>
Title:	Organization:
First Name:	Last Name:
Title:	Organization:
First Name:	Last Name:

2. In the past five (5) years, has your firm or any of its owners, partners or officers ever been investigated, cited, assessed any penalties, or have been found to have violated any laws, rules or regulations enforced or administered by any governmental entity? For this question, "owners" does not include owners of stock in your firm if the firm is a publicly traded firm.

Yes No

If "Yes", please list contracts your organization had with them in the last five (5) years. Attach additional sheet(s) of paper if necessary.

Why was this person arrested, cited, detained, or charged?	Date arrested, cited, detained, or charged? (mm/dd/yyyy)	Location (City, State, Country)	Outcome or disposition of the charge (no charges filed, charges dismissed, probation, citation, etc.)

Section 3. Financial History of Resources and Responsibilities

1. Is your organization now, or has it ever been at any time in the past five (5) years, the debtor in a bankruptcy case? If yes, please explain.

Yes No

2. Is your organization in the process of, or in negotiations of being sold? If yes, please explain.

Yes No

3. In the past five (5) years, has any governmental, private entity, or individuals terminated your organization's contract prior to completion? If yes, please explain.

Yes No

4. In the past five (5) years, has your organization used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity? If yes, please explain.

Yes No

5. In the past five (5) years, has your firm been debarred or determined to be non-responsible bidder or contractor? If yes, please explain.

Yes No

6. Disallowed Costs

Identify any expenditure(s) that have been disallowed under any government contract during the past five (5) years. Include disallowances still in resolution and describe status. Use additional sheets if necessary. If none, please indicate.

Grantor	Date of Disallowance (mm/dd/yyyy)	Amount	Date Repaid (mm/dd/yyyy)
None	N/A	N/A	N/A

Section 4. Financial Management Structure

1. Provide an outline of your financial management structure, including the expertise of your staff to manage and account for governmentally funded programs.

I utilize quickbooks since it checked monthly by our tax preparer. I have not merged any government funded programs

2. Briefly describe the method by which your accounting system segregates the funding received by your organization.

By using quickbooks

3. Does your organization's time sheet system allow for your employees to record their hours worked by funded activities, including recording time in and out for meals? Briefly describe your organization's time sheet system (personnel activity report)?

Yes, ~~we~~ we use a system called Gusto.

4. Does your organization have written fiscal policies and procedures in place?

Yes.

5. Briefly describe how your organization ensures that the duties of authorizing, recording, and maintaining custody of assets are segregated in practice.

In Gusto the team must provide information on the task, location, and time cost is done

Section 5. Complaints Structure

1. Provide an outline of your Complaints structure, including who is your designated individual who will operate as the Point of Contact (POC). Please include POC contact information such as name, position title, business address, email address, and telephone number. Please provide an organization chart.

We use an HR Company Called Smart HR Solutions
713-999-1005. AS7 Alexa Park Houston TX 77001

2. Does your organization have written Equal Opportunity and Nondiscrimination policies and procedures in place?

Yes.

3. Briefly describe how your organization handles the following types of complaints: Equal Opportunity and Non-Discrimination, Program Grievances, and Fraud/Waste/Abuse?


We allow our HR Company to
provide investigation, and we go from there

Attachment A- Signature Certification

This is to certify that the officials listed below are authorized to sign contracts and other legally binding documents on behalf of the organization, (company name, hereinafter "Respondent"). Respondent certifies that documents submitted to the City of Texas City are true and accurate to the best knowledge of the signatory.

Respondent also certifies that the City of Texas City is authorized to examine administrative and fiscal systems for compliance.

I certify that I am authorized to submit this Certification on behalf of the organization named above. If any information changes significantly, the City of Texas City will be notified within 10 business days. I certify that the contents of the documents submitted are true and correct.

	4-12-22
Signature	Date
Keshera Crawns	CEO
Printed Name	Title
832-735-0077	Keshera.Crawns@CrawnsTexasCity.com
Phone/Fax 833-584-0791	Email

The following are additional authorized signatories:

Printed Name	Title
Phone/Fax	Email
Printed Name	Title
Phone/Fax	Email

Provide a formal documentation of delegation of signatory authority by organization's governing body.

Attachment C- Certification Regarding Records Storage

If contracted with the City of Texas City Community Development Department, Contractor will retain all records pertinent to this agreement for a period of four years from the date of final payment of this agreement. For purposes of this section, "access to" means that the Contractor shall at all times maintain within the State of Texas a complete set of records and documents related to activities funded by this agreement. The Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of Texas before the expiration of the agreement.

Records pertaining to City of Texas City contracts are stored in the State of Texas

2501 Palmer Hwy # 200 Texas City TX 77590
Address of Records Repository

This certification confirms records are stored at the location listed above. Delivery of records must be fulfilled within five business (5) days of written request. Organization certifies compliance with all other storage requirements.

<u>Keundra Craves</u>	<u>CEO</u>
Name of Authorized Representative	Title of Authorized Representative
<u>[Signature]</u>	<u>4-18-22</u>
Signature	Date

Attachment G- Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Kennera Craves
Legal Name of Person, Firm or Corporation

[Signature]
Authorized Signature

(#)
Title

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Crawmy for A Cheye-Fundacion TIO

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Rebecca Craves

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

[Signature]
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

craving for a change foundation inc.
 texas city, TX United States

Certificate Number:
 2021-820659

Date Filed:
 11/04/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Non Profit

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NA
 Non profit

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

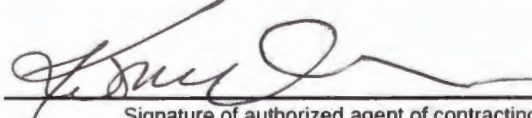
6 UNSWORN DECLARATION

My name is Kensha Crans, and my date of birth is 2/20/93.

My address is 7825 Diamond Creek (street), Texas City (city), TX (state), 77891 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Calumet County, State of Texas, on the 14 day of April, 2021.
 (month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Craving for A Change Foundation
Company Name

[Signature]
Signature of Authorized Official

CEO
Title of Authorized Official

11-12-20
Date



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Caring for A Cheyenne Foundation

Date

4-12-00

By

Kenneth Cravens CEO

Name and Title of Authorized Representative

[Signature]

Signature of Authorized Representative



MOU's

C M | College of the Mainland.

COMMUNITY OF CARE

**Memorandum of Understanding
Between
College of the Mainland
and
Craving For a Change Foundation Inc.**

This Memorandum of Understanding (“MOU”) effective on 1-24-2022, sets the terms and mutual understanding between the College of Mainland, (“COM” or “College”) and Craving For a Change Foundation Inc., (“Agency”) in accordance with the terms set forth below.

Background

College of the Mainland (COM) and Agency have a common interest in supporting the basic needs and wellness of COM students residing in Galveston County and surrounding areas. Through collaboration and partnership, College and Agency are better able to leverage resources to support the development of sustainable systems to meet the increasing demands for services by College’s students.

Purpose

This MOU is intended to formalize the Agency and COM’s commitment to establish a Community of Care for the benefit of COM students, employees and community at large. COM will provide access to facilities to Agency at no cost and Agency will provide scholarship support, education resources, college preparedness assistance and mentorship opportunities to students, employees, and the community at large at no cost to COM. It is the intent of the parties that the establishment of the Community of Care will enhance access to mental health support services provided by Agency for COM students, employees, and the community at large. The purpose of this MOU is to further to goals set forth below and to outline the understandings and intentions with regard to these shared Goals.

Goals

The goal of the Community of Care program is to provide Agency services conveniently located at COM to connect students, employees and the community at large with Agency resources and provide a foundation to address equity issues faced by many of its students that hinder their ability to complete their academic goals (i.e., food shortage, emergency funds, medical needs, homelessness, mental health services, employment, and others). The following goals may include the following activities:

1. Access to Office Space in College facilities
2. Access to Agency Resources/Referrals
3. Collaboration with other agencies

(Include Attachment of Agency activities provided by Agency)

Reporting

The Parties will collaborate in the development of processes and procedures for appropriate communication including development of referral forms and other such documents as the Parties agree.

The Parties will respect each others' confidentiality policies, with the mutual understanding that the Parties may publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other Party.

No provision of this MOU is intended to create, nor shall any provision be deemed or construed to create a relationship between the parties other than that specified in this MOU.

Funding

The Parties enter into this MOU while wishing to maintain their separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation between the Parties as outlined in this MOU shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred, as per activities described in this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into between the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

Service Coordination

The Agency is responsible to protect the College property from any damages as a result of operations and will notify COM of any occurrences.

Contact Information

<u>College of the Mainland</u>	<u>Agency</u>
<p><i>Name</i> Dr. Kris Kimbark <i>Title</i> Dean of Students <i>Mailing Address</i> 1200 Amburn Rd. Texas City, TX <i>Phone Number</i> 409-933-8131 <i>Email Address</i> kkimbark@com.edu</p>	<p><i>Name</i> Craving For a Change Foundation <i>Contact Person</i> Kenshara Cravens, LMSW,CCM,LCDC(CI) Ph.D (c) <i>Title</i> Founder/Executive Director <i>Mailing Address</i> 2501 Palmer Hwy, Suite 260 Texas City, TX 77590 <i>Phone Number</i> 832-297-1131 <i>Mobile Number</i> 832-735-0077 <i>Email Address</i> kenshara.cravens@cravingforachange.com</p>

This MOU becomes effective on the date of the last signature of all the Parties and is expected to continue until terminated by either Party which endeavor to provide at least 30 days' written notice to the other Party.

IN WITNESS WHEREOF, the Parties, each acting through their duly authorized representatives, have caused this MOU to be signed in their names and delivered as of this Day of Month, Year.

College of the Mainland

By: 
(Signature)

Name: Dr. Warren R. Nichols

Title: President

Date: 1-24-22

Craving For a Change Foundation Inc.

By: 
(Signature)

Name: Kenshara Cravens, LMSW, CCM,
LCDC(CI) Ph.D (c)

Title: Founder/Executive Director

Date: 1-27-22



CRAVING FOR A CHANGE

Memorandum of Understanding

Craving For a Change Foundation Inc. ("Partner")

and

Texas Southern University

Craving For a Change Foundation Inc. and Texas Southern University has entered into a partnership to collaborate on addressing the needs of clients and their families by providing services that focus on **youth transition assistance, homeless outreach, health care literacy, and volunteerism** to reduce or eliminate barriers and challenges faced by the community. The objective and/or goals will be accomplished by **community outreach**. This memorandum will have an effective date of **9-27-21** and will expire on **9-27-24**. Re-assessment can be determined at the time of expiration. This memorandum will remain effective until the expiration date listed above, unless terminated by either party listed within the signature section of this document. A (30) day notice must be formally drafted and signed by either party for termination of this MOU.

Craving For a Change Foundation, Inc. will:

- Work closely with the partnered resource to promote foundation resources at events of partners choosing (events will require a 30-day notice from date of scheduled event).
- Participate in regularly scheduled meetings to address areas of improvements/new goals and objectives at minimum once a calendar month.
- Coordinate with partner to provide services that fall within our mission statement.
- Utilize previously established partnerships to enhance performance of parties listed in this document.
- Coordinate with partner for representation from partnership at community events for client access.

- Provide partner with point of contact for future partnerships.

This Memorandum of Understanding will commence on the effective date of the parties below.

The agreement will be in place for three (3) years and can be extended or amended at that time.



Name: Kenshara Cravens

Title: CEO

Date: 9/26/21

Lillian B. Poats

Name: Lillian Poats

Title: Acting Provost and Senior Vice President for Academic Affairs

Date: 10/29/2021



Memorandum of Understanding

Craving For A Change Foundation Inc. ("Partner")
and
The WorkFaith Connection ("WorkFaith")

Craving For A Change Foundation Inc. and **WorkFaith** is entered into a partnership to develop the skills necessary for the needs of the clients to find long-term employment, advance in their careers, and ultimately gain financial stability. This objective is achieved through the promotion of and referring clients to WorkFaith's employment services. This MOU is effective 5/26/2021 until re-assessment on 5/26/2024. Either party has the right to terminate this MOU at any time with a (30) days advance written notice to the other party. Roles of each entity include, but are not limited to, the following:

Craving For A Change Foundation Inc. will:

- List WorkFaith as an employment resource on their website within 90 days of signing the agreement.
- Promote WorkFaith on their official Facebook or LinkedIn page with a minimum of 3 approved posts per calendar year.
- Promote WorkFaith's employment services in a minimum of 4 emails per calendar year to all eligible email subscribers.
- Use other effective strategies to promote WorkFaith employment services to their clients.
- Offer a representative from their organization to be a guest speaker at 1 virtual or in-person WorkFaith graduation per calendar year.
- Invite a WorkFaith representative to present services to clients 1 time per calendar year.
- Participate in regularly scheduled meetings to exchange information in support of the partnership.
- Provide WorkFaith with quarterly updates that include the employment status and wage of referred clients that quarter.

WorkFaith will:

- Provide the following services and support to clients:

- 5-Day Workforce Development Training
 - Career Coaching
 - WorkFaith Academy Classes
 - Job Matching Services
 - Financial Peace University
 - Additional Employment Services and Resources
- Guarantee an expo booth for the partner with high visibility at 1 iWork Hiring Expo per calendar year.
 - Permit usage of their approved logo on the partner's marketing materials to promote WorkFaith.
 - Add the partner's approved logo to their website as a "Community Partner" within 90 days of signing the agreement.
 - Promote the partner on their official Facebook or LinkedIn pages with a minimum of 6 posts per calendar year.
 - Promote the partner's services in 2 eblasts to their email subscriber list per calendar year.
 - Provide partner with quarterly updates that include the total number of client referrals engaged in services that quarter, client success stories from that quarter (if available), and any trouble areas with referred clients during that quarter.

Craving For A Change Foundation Inc. and WorkFaith agree that each shall treat all information with confidentiality regarding its business and operations, including information on students and employees.

This Memorandum of Understanding will commence on the effective date of the parties below. The agreement will be in place for three (3) years and can be extended or amended at that time.

X LaTonia Oyeniran

LaTonia Oyeniran
Dir. of Marketing & Community Engagement
The WorkFaith Connection

Date: 9/18/21

X 

Name: _Kenshara Cravens
Title: CEO
Organization: Craving For A Change
Foundation Inc.
Date:5/26/21

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 05/18/2022

Amend the fiscal year 2021/2022 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2021-2022 budget to appropriate funds for Police Department utilization and staffing study.

BACKGROUND

The goal of the Comprehensive Police Department Utilization and Staffing Study is to determine the personnel allocation needs for the Texas City Police Department, along with the proper allocation of those personnel within the department to best meet the needs of the community. Four proposals were received and reviewed. See Resolution No. 2022-044. The recommended proposal will cost \$69,000 and will be budgeted in the Police Department's professional fees line item.

ANALYSIS

Budget Amendment: General Fund (101) Police Department Professional Fees \$69,000.00 Unassigned fund balance (\$69,000.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2022-10

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR TEXAS CITY POLICE DEPARTMENT UTILIZATION AND STAFFING STUDY; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 21-21 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021-2022; and

WHEREAS, a budget amendment is needed to appropriate funds for Texas City Police Department utilization and staffing study.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2021-2022 of the City of Texas City, Texas, is hereby amended as follows:

General Fund (101):

Police Department Professional Fees	\$69,000.00
Unassigned fund balance	(\$69,000.00)

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of May 2022.

Dedrick D. Johnson, Sr., Mayor

City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 05/18/2022

Amend the fiscal year 2021/2022 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2021-2022 budget to appropriate funds for purchase of law enforcement grade ALPR Cameras and system technology to be placed throughout the City.

BACKGROUND

See Resolution No. 2022-048.

A budget amendment is required for the purchase of 26 cameras and related software and installation. Total cost of \$74,100.00 will come from Drug Confiscation Fund unassigned fund balance.

ANALYSIS

Budget Amendment:

Drug Confiscation Fund (205) Police Department (201):

Criminal Investigations	\$74,100.00
Unassigned fund balance	(\$74,100.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2022-11

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR LAW ENFORCEMENT GRADE ALPR CAMERAS AND SYSTEM TECHNOLOGY TO BE PLACED THROUGHOUT THE CITY; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 21-21 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021-2022; and

WHEREAS, a budget amendment is needed to appropriate funds for law enforcement grade ALPR Cameras and system technology to be placed throughout the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2021-2022 of the City of Texas City, Texas, is hereby amended as follows:

Drug Confiscation Fund (205) Police Department (201):

Criminal Investigations	\$74,100.00
Unassigned fund balance	(\$74,100.00)

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of May 2022.

Dedrick D. Johnson, Sr., Mayor

City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney