

A member of the Texas State University System

FY2017 Tobacco Enforcement Program Contract Period: September 1, 2016 to August 31, 2017

Agency Name Fort Bend County Constable Pct 2

TRANSMITTAL FORM CHECKLIST

₫.	Transmittal Form Checklist	
	Signed Interlocal Cooperation Contract with Exhib	its A, B, and C
1	Completed Contractor Information Form	
	Completed Vendor Maintenance Form/W9	Not Applicable
i/	Completed Contractor's Program Work Plan	
J.	Training Registration Form(s) for Appropriate Staf	f
	mission Instructions e the Transmittal Form Checklist on ton of the contract documents listed a	hove and submit to:

The Texas School Safety Center Tobacco Prevention and Enforcement Attention: Tobacco Enforcement Program 415 N. Guadalupe, PMB 164 San Marcos, Texas 78666

Email: TEPtobacco@txstate.edu

Submission due date: August 31, 2016.

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

١. **Contracting Parties**

The Receiving Party:

Texas State University ("Texas State") an institution of higher

education and agency of the State of Texas.

Texas School Safety Center Florence C. Raymond 415 N. Guadalupe, PMB 164 San Marcos, Texas 78666

877-304-2727

The Performing Party: Fort Bend County (by and through the Fort Bend County Constable Pct 2 office) a local government of the State of Texas

> Robert E. Hebert, County Judge 301 Jackson Street

Richmond, Texas 77469

Statement of Services to be Performed 11.

Performing Party will perform the following service(s):

Conduct 68 controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with Texas Health and Safety Code §161.082 Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required. Work shall be performed following the details outlined in attached Exhibit A - Scope of Work, and Exhibit B - Performance Measures.

111. **Basis for Calculating Reimbursable Costs**

Performing Party shall be paid \$75.00 for each correct and completed controlled buy/sting and follow-up reported on the Texas Department of State Health Services (DSHS) Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (for a maximum of 68 Controlled Buy/Stings and Follow-ups x \$75.00 each for a total of \$5,100.00). Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached Exhibit C - Payment for Services.

IV. **Contract Amount**

The total amount of this Contract shall not exceed FIVE THOUSAND ONE HUNDRED DOLLARS AND NO/100 CENTS (\$5,100.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services to fund local law enforcement agencies to enforce Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088*, *Texas Health and Safety Code and Chapter 791*, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective September 1, 2016 and shall terminate on August 31, 2017.

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon 30 days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

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Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Performing Party Fort Bend County	Receiving Party Texas State University		
Ву	Ву		
Name	Name		
Title	Title		
Date	Date		
Reviewed: Fort Bend County Constable Pct. 2 By Julen Dawis			
Name Ruben Davis			
Title <u>Constable</u> Date <u>8 24 2016</u>			
Ву			
Name			
Title			
Date			
Attest: Laura Richard County Clerk			

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional programs requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with Texas Health and Safety Code §161.082 Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required. Refer to Exhibit B Schedule Performance Measures, for the number of controlled buy/stings to be conducted.
- Conduct controlled buy/stings and follow-ups in target areas to include high retail
 density, low socio economic, high risk areas, and local perspective of pervious sales to
 minors and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the <u>Texas Department of State Health Services (DSHS) Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form provided by the Texas School Safety Center at Texas State University.</u>
- d. Use non-smoking male and female minors ages 14 –16 in accordance with *Texas Health and Safety Code, Chapter 161.088 Enforcement, Announced Inspections.*
- e. Use the State Comptroller of Public Accounts most recent <u>Tobacco Permitted Retail</u>
 <u>Outlet List</u> and <u>Sale and Use Tax Outlet List</u> of e-cigarette retail outlets for the
 controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to minors. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to minors, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.
- g. Conduct follow-up inspections on complaints regarding retailer and/or other violations received on the state's 1-800 tobacco hotline.

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2. Training Activities

The Performing Party shall:

- a. Assign agency representatives to participate in the appropriate web-based training session conducted by Texas School Safety Center. Representatives shall include the person(s) assigned to the implementation of the contract activities, and/or the line supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work. Training sessions will be conducted as follows:
 - 1. New Funded Agencies for FY2017 shall participate in a required <u>6-hour Tobacco</u> <u>Enforcement Program Training</u> prior to implementation of the contract activities.
 - 2. Agencies that participated in the FY2016 Tobacco Enforcement Program shall participate in a required <u>3-hour Tobacco Enforcement Program Update Training</u> to achieve training compliance requirements.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. Reporting Requirements

The Performing Party shall:

- a. Submit a monthly activity summary report for the controlled buy/stings and follow-ups conducted, using the <u>Monthly Summary and Invoice</u> form provided by the Texas School Safety Center at Texas State University.
- b. Provide a short summary of challenges and obstacles encountered in the course of conducting controlled buys/stings and follow-ups for performance reporting period, using the <u>Monthly Summary and Invoice</u> form provided by the Texas School Safety Center at Texas State University.
- c. Submit the <u>Monthly Summary and Invoice</u> form to include the number of controlled buy/stings conducted along with the number of citations issued within the performance reporting period. Controlled buy/stings conducted as part of a follow-up shall also be included in the total of controlled buy/stings conducted.
- d. Submit billing information for services provided in the invoice section of the <u>Monthly Summary and Invoice</u> form. Payment amount for services is outlined in <u>Exhibit C</u> <u>Payment for Services</u>. The <u>Monthly Summary and Invoice</u> form shall be signed by the designated authorized official.
- e. The Monthly Summary and Invoice form shall be submitted to the Texas School Safety Center on the first of the month for activities of the previous month, with the exception of the August Performance Reporting Period (July 26, 2017 to August 26, 2017) which is due August 31, 2017. The report may be mailed, emailed or faxed to the Texas School Safety Center, 415 N. Guadalupe, PMB 164, San Marcos, Texas 78666. Email address TEPtobacco@txstate.edu. Fax number 512-245-1133.

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f. Texas School Safety Center will provide violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract.
- b. Coordinate enforcement activities with other law enforcement agencies in the area. Coordination of services shall include but not limited to resources such as officers and minor decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to minors.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

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EXHIBIT B PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

- 1. Conduct the number of activities for this contract period as follows:
 - a. Number of controlled buy/stings and follow-ups using minors as decoys: 68
 - b. Of the <u>68</u> controlled buy/stings and follow-ups, the minimum number of purchase attempts of an e-cigarette, component, part, or accessory using minors as decoys: <u>10</u>
 - c. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
- The Performing Party shall follow the <u>Contractor's Program Work Plan</u> monthly goal preestablished upon inception of the contract. The <u>Contractor's Program Work Plan</u> outlines monthly goals to follow from <u>September 2016 to August 2017</u>.
 - a. Deviation from the pre-established <u>Contractor's Program Work Plan</u> requires prior approval from TxSSC staff. Failure to complete and/or update the Contractor's Program Work Plan may result in payment being withheld until completion or submission.

EXHIBIT C PAYMENT FOR SERVICES

Payment will be based on the receipt and approval of an invoice for services.

The Performing Party shall:

- 1. Be paid monthly upon submission of Parts 1-5 of the <u>Monthly Summary and Invoice</u> form and attachments as confirmation of services rendered.
- Record the number of controlled buy/stings conducted and attach complete <u>Texas</u>
 <u>Department of State Health Services (DSHS) Cigarette, E-cigarette, and Tobacco</u>
 <u>Controlled Buy/Sting Report</u> forms for each controlled buy/sting conducted for the
 performance reporting period. The total activity reported shall correspond to the pre established monthly goal listed in the <u>Contractor's Program Work Plan.</u>
- 3. Be paid \$75.00 for each correct and completed controlled buy/sting reported on the <u>Texas Department of State Health Services (DSHS) Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form.</u> All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed <u>Texas Department of State Health Services (DSHS)</u> Cigarette, E-cigarette, and <u>Tobacco Controlled Buy/Sting Report</u> must be attached for each.
- 4. Submit invoices and attachments to:

Tobacco Enforcement Program
Tobacco Prevention and Enforcement
Texas School Safety Center
Texas State University
415 N. Guadalupe, PMB 164
San Marcos, Texas 78666
Phone: 877.304.2727

Fax: 512-245-1133

Email: Chad L. Nolte or Alexia Cox - TEPtobacco@txstate.edu

The Monthly Summary and Invoice form shall be reviewed by the 15th of the month and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$5,100.00** without the prior written approval of the University.



The Contractor Information Form requests basic information about the contractor and project, including the signature of the authorized representative. This form is required to set up a contract for services.

- Submit this form with the signed contract
- Use this form to update changes in contact information

CONTRACTOR INFORMATION
1) AGENCY NAME: Fort Bend County Constable Pct 2
1A) AGENCY ORI #: TX 07 9 0800
2) ADDRESS: (include mailing address, street, city, county, state and zip code): 301 SALKSON STREET Richmond, TX. 77469
3) PAYEE Mailing Address (if different from above):
4) Federal Tax ID No. (9 digit): 746001969
4A) Texas State Vendor #: (for TxSSC use only)
5) TYPE OF ENTITY (check appropriate box): ☐ City X County
6) PROPOSED CONTRACT PERIOD:
Start Date: September 1, 2016 End Date: August 31, 2017
7) AREA SERVED: County of Fort Bend
8) AMOUNT OF CONTRACT: \$5,100.00
9) PROJECT CONTACT PERSON Name: GARY MASORS Phone: 281-403.8010 Fax: 281-463.8033 E-mail: gary majors Ofortherd county tx.gal Phone: 281-341-3746 Fax: 281-341-3774 E-mail: robert. Sturdivant Ofortherd county
11) AUTHORIZED REPRESENTATIVE Name: Robert Herbert, County Sudge Phone: 281-341-8608
Fax: 281-341.8609 E-mail: jegethe yonese to-thend County to one



Texas State Vendor Maintenance Request / Substitute W-9

The rising STAR of Texas

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM

Vendor must complete the form and email to vendorrequests@txstate.edu. Phone 512-245-2521.

Section A - General Vendo	r Information:				
Type of Vendor See below			○New ⓒ Up	date	
☐ Limited I	iability company. Enter th	ne tax classifica	tion: C Corporation	n (S Corpo	pration Partnership
Other (se	ee IRS W-9 instructions)				
State of	Texas Agency, number	746001969			
Foreign Vendors Only:	Non-Resident Alien Hom	ne Country		ITIN	
Please attach the approp	oriate IRS Form W-8 (see public	ation 515, Withhold	ling of Tax on Nonresider	t Aliens and Fo	reign Entities at www.irs.go
Identify the goods or service will provide to the University					
Section B - Vendor Detail:					
Vendor Name (legal name)	FORT BEND COUNTY				
Business Name (if different)					
Mailing Address	301 JACKSON STREET				
City	RICHMOND	State TX	Country 77469	Zip	
Vendor phone		email			
Remit To Address:	Same as mailing	Other:			
Remit To Address					
City		State	Country	Zip	
Vendor phone		email			



FY2017 Texas Tobacco Enforcement Program Contactor's Program Work Plan September 1, 2016 to August 31, 2017

Contractor: (Agency Name)	ı	Fort Bend County Constable Pct 2	able Pct 2			
Program Contact Person:	irson:					
Activity: Controlled Buys/Stings and Follow-Ups	d Buys/Stings a	nd Follow-Ups	Performance Goal:	ioal: 68	E-cigarette Attempt Goal:	mpt Goal: 10
Instructions: Report t	he number of c	ontrolled buy/stings tha	<u>Instructions</u> : Report the number of controlled buy/stings that will be completed each month, and the percentage of contract completion.	onth, and the pe	ercentage of contrac	t completion.
Contractor's Program Work P ongoing enforcement efforts :	olan will allow Texas S to the Department of	ichool Safety Center (TxSSC) to ac State Health Services to ensure	Contractor's Program Work Plan will allow Texas School Safety Center (TxSSC) to accurately measure your progress, identify any potential problem areas, provide technical assistance, and report ongoing enforcement efforts to the Department of State Health Services to ensure compliance with contractual obligations.	tify any potential probl ns.	em areas, provide technica	assistance, and report
Reporting Period	Rep	Reporting Dates	Controlled Buy/Stings	% Complete	Report Due Date	Quarters
Period 1	Sept 1	Sept 25	Ö	%	October 1	25 75 75 75 75 75 75 75 75 75 75 75 75 75
Period 2	Sept 26	Oct 25	Qi.	%	November 1	25% Complete
Period 3	Oct 26	Nov 25	b	%	December 1	analdillon %cz
Period 4	Nov 26	Dec 25		%	January 1	o puc
Period 5	Dec 26	Jan 25		%	February 1	50% Complete
Period 6	Jan 26	Feb 25	0/	%	March 1	andillion o/oc
Period 7	Feb 26	March 25	70	%	April 1	2rd Oilo
Period 8	March 26	April 25	01	%	May 1	75% Complete
Period 9	April 26	May 25	01	%	June 1	270 collipiete
Period 10	May 26	June 25	10	%	July 1	Ath Oilo thos
Period 11	June 26	July 25		%	August 1	100% Complete
Period 12	July 26	Aug 28		100%	August 31	TOO COULDING
Totals	1	1		100%	•	
Date Submitted:	8/22/14	Signature:	4.6. My	M		

Forms may be emailed to TEPtobacco@txstate.edu or Assigned Contract Specialist

Or faxed to (512) 245-1133

FOR TXSSC USE ONLY

Received & Approved by TxSSC

Date:

Texas School Safety Center

Texas School Safety Center

415 N. Guadalupe St. PMB 164

San Marcos, TX 78666 Phone: 877.304.2727 Fax: 512.245.1133

Email: TEPtobacco@txstate.edu

Training Registration For trainings 3 hours or more

	PARTICIPANT I	NFORMATION				
Date:	018/22/2011					
Full Name:	GARY MI	Last Name	Suffix			
Title / Position:	Linguitenznt					
Agency / District:	FITI BEIND CONIN	ity Coms	T2 by PCTZ ESC Region:			
School Name:	(If Applicable)					
Work Mailing Address:	Street Name MISSOUFILCIT City FIT BENDE	State	77459 Zip Code			
Work Phone:	1231-140131-180110	Work Fax: 2+8	11-1403-8101313			
Email:	13121171-1M121710112181	ifioiritibizin	idicioiunt iyitixigo			
PARTICIPANT CLASSIFICATION						
Please mark	your correct classification:					
Classification ☐ K-12	n Category:	Classification Type: Police	□ Faculty			
☐ College		☐ Security	☐ Staff			
☐ Commur	nity	☐ Administrator	☐ Other:(Please specify)			



July 6, 2016

Lieutenant Gary Majors Fort Bend County Constable Pct 2 303 Texas Parkway #124 Missouri City, TX 77459

Dear Lieutenant Majors,

Congratulations! On behalf of our funding agency, the Texas Department of State Health Services, Tobacco Prevention and Control Branch Tobacco Enforcement Program, we are happy to inform you that your application for funding to conduct controlled buy/stings and follow-ups involving the use of minors in accordance with Subchapter H, Chapter 161, Texas Health and Safety Code has been approved as follows:

Amount of Contract:

\$5,100.00

Services Procured:

68 Controlled Buy/Stings and Follow-ups

Refer to zip code list on Page 2

E-cigarette Attempts:

Of the 68 Controlled Buy/Stings, 10 must be an E-cigarette attempt

Jurisdiction Coverage:

30% of the tobacco permitted outlets

Contract Period:

September 1, 2016 to August 31, 2017

An Interlocal Cooperation Contract for services procured is being prepared and will be mailed to your agency. Information regarding the scope of work and contract compliance will be submitted with the contract for services. Texas School Safety Center at Texas State University will be the contract administrator for your contract.

Your participation in this program through enforcement efforts will ensure retailer compliance of E-cigarette and tobacco product sales to minors. This effort is critical not only to maintaining compliance with state and federal regulations, but, more importantly, you will directly impact the health and safety of all young citizens in your community.

For questions regarding this notification, contact Chad L. Nolte or Alexia Cox, Contract Specialists for this program. Chad's email is CN1082@txstate.edu and his direct office line is 512-245-9665. Alexia's email is AC45@txstate.edu and her direct line is 512-245-7230.

We look forward to working with you!

Sincerely,

Florence C. Raymond Program Manager

Tobacco Prevention & Enforcement