Texas Traffic Safety eGrants

Fiscal Year 2023

Organization Name: Fort Bend County District Attorney’s Office

Legal Name: Fort Bend County

Payee Identification Number: 17460019692025

Project Title: Stop Impaired Drivers: Fort Bend County District Attorney's Office No Refusal Program

ID: 2023-FortBend-G-1YG-0161

Period: 10/01/2022 to 09/30/2023

GENERAL INFORMATION

Project Title -	Stop Impaired Drivers: Fort Bend County District Attorney's Office No Refusal Program
Project Description -	To educate citizens of the dangers of impaired driving and to reduce the numbers of impaired drivers by continuing a No Refusal program for major holidays.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Wesley Wittig
Title	Executive Assistant District Attorney
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City	Richmond
State	Texas
Zip Code	77469
Phone Number	2813414431 (xxx-xxx-xxxx)
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E-mail address	Wesley.Wittig@fortbendcountytx.gov

COUNTY SERVED

Fort Bend County - Houston District

POLITICAL DISTRICT SERVED

U.S. Congress*	Congressional District 7
	Congressional District 9
	Congressional District 22

Texas Senate*	Texas Senate District 13
	Texas Senate District 17
	Texas Senate District 18

Texas House*	Texas House of Representatives District 26
	Texas House of Representatives District 27
	Texas House of Representatives District 28
	Texas House of Representatives District 76
	Texas House of Representatives District 85

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 primary tier 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 tier 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 tier 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 or may pursue suspension or debarment.

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

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 tier 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 Transaction," 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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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.

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

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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/proposal 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 participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. 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.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal 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, 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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. Code. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf .

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
(*This article applies only to non-profit entities.*)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at https://sam.gov/content/entity-registration and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.
Unique Entity Identifier (UEI) : MJG8N8EPN2L3

Please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number
https://www.dot.state.tx.us/apps/egrants/_Upload/1108116_341373-UEInumberscreenshot.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2023

Begin Date : 10/1/2022 End Date : 9/30/2023

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements. If threshold expenditures of $750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov If expenditures are less than $750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

PLANNING

Goal:
To provide effective and efficient management of the Texas Traffic Safety Program.

Strategy:

ALCOHOL AND OTHER DRUG COUNTER MEASURES

Goal(s):

X **To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries and fatalities.**

Strategy:

Increase and sustain high visibility enforcement of DWI laws.
Improve BAC testing and reporting to the State's crash records information system.
Improve anti-DWI public information and education campaigns including appropriate bilingual campaigns.
Increase the number of law enforcement task forces and coordinated enforcement campaigns.
Increase training for anti-DWI advocates.
Increase intervention efforts.
Improve and increase training for law enforcement officers.
Improve DWI processing procedures.
Increase the use of warrants for mandatory blood draws.

X **To reduce the number of DUI-related crashes where the driver is under age 21.**

Strategy:

Increase enforcement of driving under the influence by minors laws.

POLICE TRAFFIC SERVICES

Goal(s):

X **To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes.**

Strategy:

Increase public education and information campaigns regarding enforcement activities.
Increase and sustain enforcement of traffic safety-related laws.

To reduce commercial motor vehicle crashes, injuries and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck-Tractor".

Strategy:

PROBLEM IDENTIFICATION AND SOLUTION

I.Problem Identification

The impaired driving problem Fort Bend County, Texas (FBC) suffers from is the same traffic safety problem that plagues the entire nation. Specific to FBC, the traffic safety concerns include:

Dangerous roadways and rural areas coupled with a growing population: In 2020, 1 person was killed every 2.5 hours on average on Texas roadways. Of those fatalities, 958 involved drivers under the influence of alcohol. Most alcohol-related fatalities occurred between 0200 and 0259 hours (TxDOT 2020 DUI Crashes by Hour and Day of Week). FBC remains the 10th most populous county in Texas and reported 30 fatality crashes (TxDOT Crashes and Injuries by County).

FBC is a county that covers more than 885 square miles including a large rural area. In 2020, fatalities in rural areas accounted for more than half (1,988) of the state's total traffic fatalities. Because such a high number occur in rural areas, this is important to FBC. Coupling this statistic with the fact that FBC is one of the fastest growing counties in the US, this is a recipe for disaster on our roadways. Evidenced by the 2020 fatality statistics, 1/3 of the 30 fatality crashes in FBC were due to alcohol-impaired drivers (2020 TxDOT DUI Crashes and Injuries by County). These numbers ONLY include alcohol-related fatalities and not drug-impaired drivers, which will increase the fatality rates. But this number is lower than 2019, since FBC began a focused No Refusal program and hired a vehicular crimes prosecutor.

High Average Blood/Breath Alcohol Concentration (BAC): FBC does not have a good system in place to track the BAC levels of individuals. Of the 965 cases filed in 2021, 33% were filed as DWI>0.15 BAC (2021 FBC DWI Filings). That is a 4% increase over the previous year and a 12% increase over 2019. This statistic only includes cases filed per their BAC and doesn't include repeat offenders or felony cases with a high BAC. This is an indication that the BAC in FBC follows the statewide trend towards a dangerously high average BAC.

Refusal Rates/No Specimen and Low Conviction Rates: FY2021 was the first year FBC had a no refusal grant and started a Driving While Intoxicated (DWI) tracker to show this comparison. However, FBC is no different than any other county where the conviction rates are substantially lower when there is no specimen collected. Additionally, FBC strives to have a specimen on 100% of their DWI cases. With the current FY2022 grant, FBC is working toward this goal, but still has work ahead to achieve it. When there is a refusal to give a specimen and/or no specimen is collected, it becomes exponentially difficult for the officers and prosecutors to prove intoxication. This also makes convictions more difficult. Both issues lead to more impaired drivers on the roadway and less being held accountable for their actions.

No Streamlined DWI Warrant Process: FBC has no process in place to efficiently process DWI arrests. It is common for a DWI arrest to take hours to complete. This is due in large part because there is no procedure in place to assist the officers in collecting and preserving their evidence. The time it takes for the officers to get in contact with a prosecutor, draft a warrant, locate a Judge to sign the warrant, and then find a nurse to draw the blood can be hours. Time is crucial to the DWI arrest because the evidence is dissipating by the minute. The longer the arresting officer has to wait for his/her warrant to be signed and the blood draw to occur, the less likely the officer will be able to obtain essential evidence (or any evidence at all). We have made progress in this area with a standardized blood draw warrant format and prosecutor training beyond the no refusal program to address timeliness.

Law Enforcement Agencies need more trained DWI Officers: FBC lacks officers specifically trained in the area of DWI detection, including drug recognition. These officers are essential to the No Refusal program and ensuring that impaired individuals are identified and taken off the road. With the small number of officers that are trained in both alcohol and drug DWI detection, it is crucial that a blood specimen is obtained in every case so that evidence of impairment is not lost.

Statistics on drug-impaired driving fatalities are sparse, but because of No Refusal programs, they are starting to become available. Drug impairment is virtually undetectable without a blood specimen from the suspect, so a blood search warrant is crucial. Drivers, impaired by both alcohol and drugs, regularly drive on the roadways in our County. Without blood specimens, officers cannot prove their impairment and the fatality rate will continue to climb.

Without the assistance of the No Refusal Grant and the partnership with TxDOT, FBC cannot continue to effectively prosecute DWI offenders and gather the best evidence in every case.

II.Problem Solution

This will be the third year FBC and the Fort Bend County District Attorney's Office (FBCDA) will participate in a No Refusal Program and we plan to address the identified problems and continue working towards solutions. FBCDA also plans to improve evidence collection, conviction rates, training for officers, treatment available to offenders, and ultimately to reduce the number of impaired drivers on the FBC roadways. FBCDA will also work closely with the community to raise awareness of the No Refusal Program and deter those considering risky behavior. FBCDA will do this through a series of media events, press releases, community outreach, and announcing remote locations.

Our first year with the grant was impacted by Covid-19 restrictions, reducing the number of drivers and program efficacy. We predicted that vaccines and easing of Covid-19 restrictions in 2021 would increase socialization and create the potential for above-average interventions. But again, the coronavirus variations have dampened spirits and continue to slow the return to normal. Assuming the viral mutations slow, we expect a rapid rise in drivers on the roads and therefore, a greater risk of impaired drivers too.
By funding the No Refusal Program, TxDOT is an essential sponsor for FBC to achieve their goals. FBCDA chose to start their No Refusal Program during holiday weekends and during the deadliest times of the day. Without funding from TxDOT, FBCDA will be unable to continue this young program and protect her citizens.
FBCDA recognized that DWI suspects refusing to provide breath or blood specimens to officers was a problem, and something needed to change in order to protect the citizens of our county. Courts have held that obtaining a search warrant for blood is a legal form of specimen collection. FBCDA embraces this approach to work closely with law enforcement agencies, judges, and qualified technicians to obtain search warrants and blood samples from DWI suspects refusing to provide a specimen. Utilizing this plan, FBCDA will be able to quickly and effectively obtain blood evidence in DWI cases and hold the impaired drivers responsible in court.

FBCDA plans to conduct their No Refusal operation on holiday weekends from 10 p.m. to 6 a.m., which have shown to be the deadliest hours and days of the week (TxDOT DUI Crashes by Hour & Day of Week). FBCDA will conduct a total of 23 nights of No Refusal in FY2023 to include all major holidays. FBCDA will also identify the areas, both rural and urban, that will be the most effective locations for No Refusal operations during the holidays. FBCDA has secured a central location for the program's operations so officers can complete their investigations and return to active duty quicker.

On No Refusal nights, prosecutors and qualified technicians (QT) work at a designated location, where officers can bring their DWI suspects. Prosecutors and officers work together to draft blood search warrants. FBCDA will have all the necessary equipment to draft the warrants, with two prosecutors and an administrative assistant (AA) working each shift. FBCDA will secure locations that also have a separate, sanitary room equipped with video equipment, a QT area, and space to restrain non-compliant suspects. Once drafted, warrants are presented to the available judge/magistrate either in person or electronically. Once a signed warrant is obtained, the QT legally draws the blood. This will significantly reduce the amount of time for a DWI investigation. It will also alleviate the officer having to locate a hospital and willing medical staff, and will keep the hospitals free to treat the truly needy.

The AAs will assist the prosecutors and officers, make copies of warrants, and follow-up after the weekend to ensure the warrants/returns are filed. All AAs are also notaries and can swear warrant affiants during the shifts. AAs will also be responsible for keeping the DWI tracker, including statistics related to specimens collected, refusal rates, conviction rates, and will update the tracker monthly.

In FY2023, FBCDA will work to acquire at least 100 blood search warrants or consent after initial refusal over 23 No Refusal dates. We will evaluate all DWI arrests and track rates of refusal, consensual specimens, conviction rates, and warrants executed. We will work to train law enforcement officers, so they are more effective in DWI enforcement. We continue to encourage law enforcement participation in our No Refusal initiative by increasing patrols during the peak times to encounter impaired drivers.

With the support of TxDOT, FBCDA will be able to keep its roadways and citizens safer. The grant empowers us to improve DWI enforcement while also educating the community to make them more aware of the dangers behind impaired driving. By maintaining the No Refusal Program through this grant, TxDOT will support FBCDA in the fight for fewer impaired driving-related fatalities.

III.Project Evaluation

FBCDA will measure the grant's efficacy through a media campaign to educate citizens about the danger of impaired driving; improve the process to obtain both blood warrants and specimens in all DWI cases; and also track the number of DWI arrests, rates of refusal, rates of consensual specimens given during DWI arrests, convictions rates, and blood warrants executed. Having just initiated this program, already successful in other counties, we expect to see positive results in FBC.

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Utilize 100 Blood search warrants or consensual blood draws after refusal by DWI suspects by 9/30/2023

	Activity	Responsible	Activity Completion Date
1.	Identify DWI suspects refusing to provide breath/blood specimens per quarter. Review DWI suspects monthly.	Subgrantee	9/30/2023
2.	Obtain preliminary probable cause information from arresting officers during each No Refusal weekend. Review monthly.	Subgrantee	9/30/2023
3.	Prepare blood search warrants during each No Refusal weekend. Review monthly.	Subgrantee	9/30/2023
4.	Review and evaluate blood search warrants written by arresting officers during each No Refusal weekend.	Subgrantee	9/30/2023
5.	Present blood search warrants to judges/magistrates for review and signature. Review monthly.	Subgrantee	9/30/2023
6.	Revise blood search warrants and present to judges/magistrates as needed during each No Refusal weekend.	Subgrantee	9/30/2023
7.	Complete and legally record blood search warrants monthly.	Subgrantee	9/30/2023
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Collect 12 Data sets obtained pursuant to blood search warrants executed monthly by 9/30/2023

	Activity	Responsible	Activity Completion Date
1.	Obtain Blood Alcohol Concentration (BAC) information.	Subgrantee	9/30/2023
2.	Observe changes, if any, in breath test refusal percentages of DWI arrestees.	Subgrantee	9/30/2023
3.	Observe changes, if any, in consensual samples given by percentages of DWI arrestees.	Subgrantee	9/30/2023
4.	Observe changes, if any, in blood sample refusal percentages of DWI arrestees.	Subgrantee	9/30/2023
5.	Track impaired-driving fatalities and observe changes, if any, over time.	Subgrantee	9/30/2023
6.	Track impaired-driving cases and observe changes, if any, over time.	Subgrantee	9/30/2023
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Train 100 Local law enforcement officers with intoxicated driving training events by 9/30/2023

	Activity	Responsible	Activity Completion Date
1.	Provide quarterly refresher training to patrol officers on best practices collecting evidence in Driving While Intoxicated (DWI) investigations.	Subgrantee	9/30/2023
2.	Train local law enforcement officers quarterly to recognize and preserve novel evidence in DWI investigations.	Subgrantee	9/30/2023
3.	Conduct debriefing with local law enforcement quarterly to modify and enhance the training regimen related to DWI investigations.	Subgrantee	9/30/2023
4.	Train local law enforcement on intoxicated manslaughter investigations.	Subgrantee	9/30/2023
5.	Train local law enforcement quarterly on recognizing drugged driving.	Subgrantee	9/30/2023
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Coordinate 23 Nights of No Refusal operations by 9/30/2023

	Activity	Responsible	Activity Completion Date
1.	Notify interested non-profit organizations (MADD, Crime Stoppers) of locations and dates for No Refusal. Notify TxDOT Traffic Safety Specialist.	Subgrantee	12/31/2022
2.	Locate additional locations for No Refusal operations on a rotating schedule to better assist law enforcement agencies.	Subgrantee	5/30/2023
3.	Secure appropriate locations to use as a base of operations monthly.	Subgrantee	9/30/2023
4.	Secure prosecutors and administrative support personnel to staff operational base for each night of enforcement.	Subgrantee	9/30/2023
5.	Enlist participation of local law enforcement agencies.	Subgrantee	9/30/2023
6.	Obtain qualified technicians to draw blood pursuant to the laws surrounding blood search warrant procedures for each night of enforcement.	Subgrantee	9/30/2023
7.	Conduct 23 No Refusal nights.	Subgrantee	9/30/2023
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Distribute 7 Press releases/events about the No Refusal program by 9/30/2023

	Activity	Responsible	Activity Completion Date
1.	Inform the public of the continuation of the No Refusal Program throughout the county during the grant period, a minimum of once quarterly (4 times).	Subgrantee	9/30/2023
2.	Inform the public of dates and the purpose of the No Refusal Program quarterly.	Subgrantee	9/30/2023
3.	Inform the public of the addition of remote locations for the No Refusal Program.	Subgrantee	9/30/2023
4.	Encourage the public to make responsible driving plans and decisions throughout the grant period. Review quarterly.	Subgrantee	9/30/2023
5.	Participate in quarterly community activities promoting No Refusal and making smart plans and decisions about impaired driving.	Subgrantee	9/30/2023
6.	Post on DA social media the activities of No Refusal events associated with the 23 nights of operation and encourage sharing to local law enforcement.	Subgrantee	9/30/2023
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Develop 1 Strategic Operation Plan by 11/30/2022

	Activity	Responsible	Activity Completion Date
1.	Develop a strategic operation plan.	Subgrantee & Dept.	11/30/2022
2.			
3.			
4.			
5.			
6.			
7.			
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10.			

SALARIES AND FRINGE BENEFITS - 100 & 200

Position/Title	: Administrative Assistant
Position Description: (This field was added November 15th 2018 for Fiscal Year 2020 onward)	: To provide administrative support during No Refusal operations, scheduling, statistics, and notary services. No overtime.
Salary Type	: Hourly
Unit Price	: $21.940 is % of the Individuals Total Salary (applicable to monthly/yearly)
Quantity	: 280
Total	: **$6,143.20**
Fringe Rate	: 60.04%
Fringe Total	: **$3,688.38**
Breakdown of Fringe Percentage	: Taxes 7.65% Retirement 13.45% W/C Unemployment 3.8% Insurance 35.14% (16,100 annually)

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	$4,914.56	80.00%	$2,950.70	80.00%
Match:	$1,228.64	20.00%	$737.68	20.00%
Program Income:	$0	0.00%	$0	%
Total:0.00	$6,143.20		$3,688.38	

SALARIES AND FRINGE BENEFITS - 100 & 200

Position/Title	: Assistant District Attorney
Position Description: (This field was added November 15th 2018 for Fiscal Year 2020 onward)	: To provide legal support to the No Refusal Program by drafting blood search warrants to timely present to a magistrate to preserve evidence. No overtime.
Salary Type	: Hourly
Unit Price	: $62.460 is % of the Individuals Total Salary (applicable to monthly/yearly)
Quantity	: 368
Total	: **$22,985.28**
Fringe Rate	: 37.24%
Fringe Total	: **$8,559.72**
Breakdown of Fringe Percentage	: Taxes 7.65% Retirement 13.45% W/C Unemployment 3.8% Insurance 12.34% ($16,100 annually)

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	$18,388.22	80.00%	$6,847.77	80.00%
Match:	$4,597.06	20.00%	$1,711.95	20.00%
Program Income:	$0	0.00%	$0	%
Total:0.00	$22,985.28		$8,559.72	

SUPPLIES - 500

Description	: Medical supplies for blood draws
Unit Price	: $11,000.00
Quantity	: 1
Total Cost	: **$11,000.00**
Purpose/Details	: Pays for medical supplies to perform blood draws on DWI suspects. includes, but not limited to, PPE (gloves, masks), syringes, needles, blood specimen collection tubes, tourniquets, biohazard disposal, gauze, medical tape, and sterilization supplies. Estimate is $10,586.90 annually, rounded up for cost increases and unforeseen expenses.

	Amount	**Percentages**
TxDOT	$8,800.00	80.00%
Match	$2,200.00	20.00%
Program Income	$0	%
Total0.00	$11,000.00	

CONTRACTUAL SERVICES - 600

Description	Qualified medical personnel to perform blood draws
Unit Price	$9,200.00
Quantity	1
Total Cost	**$9,200.00**

Purpose/Detail	Pays qualified medical personnel hourly per targeted time frame at a rate of $50.00 per hour. Typically works one 8-hour shift overnight, for a total of 23 nights of operations. $50/hr. x 8 hr. shift x 23 shifts = $9,200.00

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	$7,360.00	80.00%
Match	$1,840.00	20.00%
Program Income	$0	%
Total0.00	$9,200.00	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	$23,302.78	$5,825.70	$0	$29,128.48
(200)	Fringe Benefits:	$9,798.47	$2,449.63	$0	$12,248.10
	Sub-Total:	$33,101.25	$8,275.33	$0	$41,376.58
Category II - Other Direct Costs					
(300)	Travel:	$0	$0	$0	$0
(400)	Equipment:	$0	$0	$0	$0
(500)	Supplies:	$8,800.00	$2,200.00	$0	$11,000.00
(600)	Contractual Services:	$7,360.00	$1,840.00	$0	$9,200.00
(700)	Other Miscellaneous:	$0	$0	$0	$0
	Sub-Total:	$16,160.00	$4,040.00	$0	$20,200.00
Total Direct Costs:		$49,261.25	$12,315.33	$0	$61,576.58
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	$0	$0	$0	$0
Summary					
	Total Labor Costs:	$33,101.25	$8,275.33	$0	$41,376.58
	Total Direct Costs:	$16,160.00	$4,040.00	$0	$20,200.00
	Total Indirect Costs:	$0	$0	$0	$0
Grand Total:		$49,261.25	$12,315.33	$0	$61,576.58
	Fund Sources: (Percent Share)	80.00%	20.00%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.