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.*

I. 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 Sheriff's Office** a local government of the State of Texas
Judge Robert Hebert
301 Jackson Street, Suite 719
Richmond, TX 77469

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **340** Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with Health and Safety Code §161.082 – Sale of 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 Scope of Work – Exhibit A, Performance Measures, and Exhibit B.

III. 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 Cigarette and Tobacco Controlled Buy/Sting Report form **(for a maximum of 340 Controlled Buy/Stings and Follow-ups x $75.00 each for a total of $25,500.00)**. Payment will be based on the receipt and approval of an invoice for services. All costs incurred for the purpose of conducting a complete Control Buy/Sting and Follow-up are the responsibility of the contractor. In order to receive full payment for the Controlled buy/Stings and Follow-ups billed for each performance reporting period, a completed Cigarette and Tobacco Controlled Buy/Sting Report must be attached for each along with additional information outlined in **Exhibit C, Payment For Services.**

8/27/14 original returned to LouAnn at Sheriff

IV. Contract Amount

The total amount of this Contract shall not exceed TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 CENTS ($25,500.00). 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 Health and Safety Code §161.082 – Sale of 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, 2014** and shall terminate on **August 31, 2015.**

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.

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

Performing Party
Fort Bend County Sheriff's Office

By _____

Name MATT CARTER

Title CAPTAIN

Date: AUGUST 21, 2014

By _____

Name Robert E. Hebert

Title Fort Bend County Judge

Date 8-26-14

By _____

Name Dianne Wilson

Title Fort Bend County Clerk

Date 8-26-14

By _____

Name _____

Title _____

Date _____

Receiving Party
Texas State University

By _____

Name: W. Scott Erwin

Title Director of Sponsored Programs

Date: _____

COMMISSIONERS COURT
STATE OF TEXAS
FORT BEND COUNTY, TEXAS

EXHIBIT A
SCOPE OF WORK

The Contractor shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional programs requirements outlined in 1-4 of Exhibit A, Scope of Work. Contractor shall meet the assigned Performance Measures assigned in Exhibit B.

1. **Enforcement Activities**
   Contractor shall:

   a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with Health and Safety Code §161.082 – Sale of 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.

   b. Record the results of the Controlled Buy/Stings conducted using the Texas Department of State Health Services (DSHS) Cigarette and Tobacco Controlled Buy/Sting Report form provided by the Texas School Safety Center at Texas State University.

   c. Use non-smoking male and female minors ages 14 – 16 in accordance with Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections.

   d. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List for the Controlled Buy/Stings to obtain Retail Outlet name, address, and tobacco permit numbers.

   e. Conduct Follow-up Controlled Buys/Stings of retail outlets found to be in violation of selling tobacco 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 Buys/Stings shall be conducted within two to ten (2-10) days of original Controlled Buy/Sting.

   f. Conduct Follow-up Inspections on complaints regarding retailer and/or other violations received on the state's 1-800 tobacco hotline.

2. **Training Activities**
Contractor 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 FY2015 shall participate in a required 6-hour Tobacco Enforcement Program Training prior to implementation of the contract activities.

2. Agencies that participated in the FY2014 Tobacco Enforcement Program shall participate in a required 3-hour Tobacco Enforcement Program Update Training 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**
Contractor shall:

a. Submit a monthly activity summary report for the Controlled Buy/Stings and Follow-ups conducted, using the Monthly Summary and Invoice 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 Monthly Summary and Invoice form provided by the Texas School Safety Center at Texas State University.

c. Submit the Monthly Summary and Invoice 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 Buys/Stings conducted.

d. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form. Payment amount for services is outlined in Exhibit C, Payment for Services. The Monthly Summary and Invoice 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 1st of the month for activities of the previous month, with the exception of the August Performance Reporting Period (July 26, 2015 to August 28,

2015) which is due August 31, 2015. The report may be mailed or faxed to the Texas School Safety Center, 415 N. Guadalupe, PMB 164, San Marcos, Texas 78666. Fax # 512-245-1133.

f. Texas School Safety Center will provide violation information to the Comptroller of Public Accounts as required by law, (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

Contractor 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. Contractor 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.

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.

Contractor shall:

1. Conduct the number of activities for this contract period as follows:

   a. Number of Controlled Buys/Stings and Follow-ups using minors as decoys: **340**

   b. Program service area includes zip codes - 77053, 77082, 77083, 77099, 77417, 77435, 77444, 77450, 77451, 77461, 77464, 77469, 77471, 77476, 77479, 77489, 77493, 77498, 77545, and 77583.

   c. A performance measure will not be assigned for Follow-up of Controlled Buys/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.

2. Contractor shall follow the Contractor's Program Work Plan monthly goal pre-established upon inception of the contract. The Contractor's Program Work Plan outlines monthly goals to follow from **September 2014 to August 2015.**

   a. Deviation from the pre-established Contractor's Program Work Plan requires prior approval from TxSSC staff.

EXHIBIT C
PAYMENT FOR SERVICES

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

Contractor shall:

1. Be paid monthly upon submission of Parts 1-5 of the Monthly Summary and Invoice form and attachments as confirmation of services rendered.

2. Record the number of Controlled Buy/Stings conducted and attach complete Cigarette and Tobacco Controlled Buy/Sting Report 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 Contractor's Program Work Plan.

3. Be paid $75.00 for each correct and completed Controlled Buy/Sting reported on the Cigarette and Tobacco Controlled Buy/Sting Report form. 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 Cigarette and Tobacco Controlled Buy/Sting Report must be attached for each.

4. Submit invoices and attachments to:

Tobacco Enforcement Program
Tobacco Prevention & Community Services Division
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 - cn1082@txstate.edu, or
Alexia Cox – ac45@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 **$25,500.00** without the prior written approval of the University.

TEXAS ★ STATE.
TEXAS SCHOOL SAFETY CENTER
A member of The Texas State University System

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 Sheriff's Office

1A) AGENCY ORI #: 0790000

2) ADDRESS: (include mailing address, street, city, county, state and zip code):
1410 WILLIAMS WAY BLVD.
RICHMOND, TX 77469

3) PAYEE Mailing Address (if different from above):
SAME AS ABOVE

4) Federal Tax ID No. (9 digit):

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, 2014 **End Date:** August 31, 2015

7) AREA SERVED: Fort Bend County (Refer to Statement of Work for zip codes)

8) AMOUNT OF CONTRACT: **$ 25,500.00**

9) PROJECT CONTACT PERSON
Name: KATHY RADER, SERGEANT
Phone: 281-238-1534 / 281-652-7561
Fax: 281-238-1532
E-mail: Kathy.Rader@fortbendcounty tx. gov

10) FINANCIAL OFFICER
Name: ROBERT STURDIVANT
Phone: 281-341-3760
Fax: 281-341-3774
E-mail: robert.sturdivant@ fortbendcounty tx. gov

11) AUTHORIZED REPRESENTATIVE
Name: ROBERT HEBERT
Phone: 281-341-8608
Fax: 281-341-8609
E-mail: jenetha.jones@ fortbendcountytx.gov

12) SIGNATURE OF AUTHORIZED REPRESNTATIVE
Robert Hebert

13) DATE 8-26-14

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TEXAS SCHOOL SAFETY CENTER
A member of The Texas State University System

Vendor Form Information

For Existing Law Enforcement Agencies:

- If your agencies information has not changed at all, then you do not need to fill this form out again
- If agency information has changed, Please submit this form to TxSSC by mail, fax, or email. Do not submit this form to the contact information on the top right of the Vendor Form

Instructions on how to fill out Texas State University's Vendor Form:

- Section A
  - Under Type of Purchase, "services" should be selected
  - Other should be selected. Please write in "Local Government"
- Section B
  - Vendor name should be the name of your agency
- Section C
  - Fill out all information and sign and date
- Section D
  - If you would like to receive a paper check instead of an electronic payment, sign and date on D. If electronic payment is acceptable, then skip this section.
- Section E
  - Enter in your Federal Employer Identification Number (do not enter in a Social Security Number).
  - Sign and date at the bottom of Section E.
- Section F
  - Leave Section F, as it pertains to TxSSC staff only

415 North Guadalupe - #164| San Marcos, Texas 78666-5719
Phone 512.245.9665 | Fax 512.245.1133 | www.txssc.txstate.edu

TEXAS STATE UNIVERSITY
SAN MARCOS

A member of the Texas State University System

Submit to: FI Master Data Center FORM #FS-01
JCK 524
Fax: (512) 245-8990
Phone : (512) 245-9284 / (512) 245-8817

Vendor Maintenance Form / Substitute W-9

SAP Vendor Number (optional)

Instructions: Vendor must complete the form, print, sign Section C or D and E, and fax to the number above. Vendor named herein agrees to indemnify and hold Texas State harmless for delays in payment due to disasters or other emergencies.
Current Texas State employees, including student workers, please fill out form FS-02 instead.

SECTION A – VENDOR GENERAL INFORMATION (Required):

Type of Purchase ○ Materials ○ Services ○ Both

Type of Vendor ☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

☐ Limited liability company. Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership) ☐

☐ Other (see IRS W-9 instructions)

☐ Federal Agency ☐ State of Texas Agency, number

☐ Medical/Legal ☐ Exempt payee

Foreign Vendors Only: ☐ Non-Resident Alien Home Country ITIN

Please attach the appropriate IRS Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities)

SECTION B – VENDOR DETAILS (Required):

Vendor Name (legal name)

Business Name (if different)

Mailing Address: (For Purchase Orders or correspondence)

City State Country Zip

Remit to Address: (If different)

City State Country Zip

Vendor Phone: Vendor Fax: Toll Free Phone:

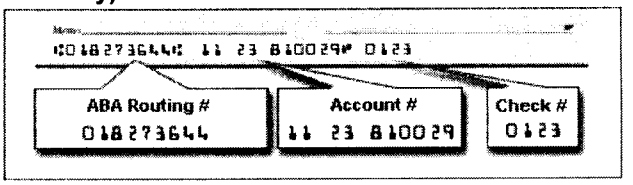
SECTION C – PAYMENT ACCOUNT INFORMATION (for U.S. banks only):

Bank Name

Account Type ○ Checking ○ Savings

ACH Routing Number

Bank Account Number



Email to receive payment notifications

Will these payments be forwarded to a financial institution outside the United States (***required***)? ○ Yes ○ No

I authorize Texas State University-San Marcos to deposit my payments to my financial institution electronically.

I understand that Texas State University-San Marcos will reverse any payments made to my account in error.

I further understand that Texas State University-San Marcos will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)

X _____ _____ _____
Authorized Signature Printed name Date

SECTION D – ELECTRONIC PAYMENT EXEMPTION:

I claim exemption and request payment by state warrant (check) because:

X _____ _____ _____

Authorized Signature | Printed name | Date

SECTION E – SUBSTITUTE W-9 (Required by U.S. Persons only):

Under penalties of perjury I certify that (1) the number shown on this form is my correct taxpayer identification number or I am waiting for a number to be issued to me and (2) I am not subject to backup withholding due to failure to report interest and dividend income and (3) I am a U.S. person.

Taxpayer Identification Number

Federal Employer Identification Number: _____ or

Social Security Number: _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X _____ _____ _____

Authorized Signature | Printed name | Date

SECTION F - TEXAS STATE DEPARTMENT CONTACT INFORMATION:

Contact Name: Chad L. Nolte

Phone: (512) 245-9665

Department Name: TxSSC

Email: CN1082 @txstate.edu

Action: (●) New Vendor Setup ( ) Change ( ) Delete

If change or delete, SAP Vendor Number: _____

TEXAS ★ STATE
TEXAS SCHOOL SAFETY CENTER

DUE DATE: August 29, 2014

FY2015 Texas Tobacco Enforcement Program
Contractor's Program Work Plan
September 1, 2014 to August 31, 2015

Contractor: (Agency Name) Fort Bend County Sheriff's Office

Program Contact Person: KATHY RADER

Activity: Controlled Buys/Stings and Follow-ups **Performance Goal:** 340

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.

Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Total
Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort	Actual # % Effort
29 #	29 #	29 #	29 #	28 #	28 #	28 #	28 #	28 #	28 #	28 #	28 #	340 #
8.52%	8.52%	8.52%	8.52%	8.24%	8.24%	8.24%	8.24%	8.24%	8.24%	8.24%	8.24%	100 %

Instructions: Please complete this Work Plan indicating the actual number and percentage of effort of the Controlled Buy/Stings that will be completed each month.

Period 1	Sept 1	Sept 25
Period 2	Sept 26	Oct 25
Period 3	Oct 26	Nov 25
Period 4	Nov 26	Dec 25
Period 5	Dec 26	Jan 25
Period 6	Jan 26	Feb 25

Period 7	Feb 26	March 25
Period 8	March 26	April 25
Period 9	April 26	May 25
Period 10	May 26	June 25
Period 11	June 26	July 25
Period 12	July 26	Aug 28

Date Submitted: 8/11/14 Signature: Kathy Rader

Forms may be faxed to 512-245-1133, Attn: Tobacco Enforcement Program or emailed to Chad L. Nolte at CN1082@txstate.edu or Alexia Cox at AC45@txstate.edu

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: Chad L. Nolte, CN1082@txstate.edu
Alexia Cox, AC45@txstate.edu

Training Registration

For trainings 3 hours or more

PARTICIPANT INFORMATION

Date: 08/11/2014

Full Name: KATHLEEN (First Name) E (MI) RADER (Last Name) (Suffix)

Title / Position: SERGEANT

Agency / District: FORT BEND CO. SHERIFF ESC Region:

School Name: (If Applicable)

Work Mailing Address: 1410 WILLIAMS WAY BLVD (Street Name)

RICHMOND (City) TX (State) 77469 (Zip Code)

FORT BEND (County)

Work Phone: 281-238-15314 Work Fax: 281-238-15321

Email: Kathy.Radier@fortbendcountytx.gov

PARTICIPANT CLASSIFICATION

Please mark your correct classification:

Classification Category:

- ☐ K-12
- ☒ College
- ☐ Community

Classification Type:

- ☒ Police
- ☐ Security
- ☐ Administrator
- ☐ Faculty
- ☐ Staff
- ☐ Other: _____ (Please specify)