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TEXAS  **STATE**
TEXAS SCHOOL SAFETY CENTER
A Member of The Texas State University System

August 5, 2015

Judge Robert Hebert
Fort Bend County Constable Pct 3
401 Jackson Street
Richmond, TX 77469

Dear Honorable Judge Hebert,

Enclosed are the contract documents for the FY2016 Tobacco Enforcement Program for the contract period of **September 1, 2015 to August 31, 2016**. The contract packet includes the following documents:

- Transmittal Form Checklist
- Interlocal Cooperation Contract with Exhibits A, B, and C
- Contractor Information Form
- Vendor Maintenance Form/W9
- Contractor's Program Work Plan
- Training Registration Form

Complete and return the forms referenced above by August 31, 2015. Place the Transmittal Form Checklist on top of the contract documents prior to returning. A self-addressed envelope is enclosed for your convenience. A copy of the signed documents will be returned back to your agency. A draft copy of the Monthly Summary and Invoice Form and the DSHS Controlled Buy/Sting Form mentioned in the contract documents are also attached for your information. You do not need to return these forms. Additional program documents will be mailed after the signed contract documents are returned.

A web-based Tobacco Enforcement Program Update Training has been scheduled for **Friday, September 25, 2015 from 8:30am to 11:30am**. The program update training will provide information needed for successful management of the contract to include enforcement procedures and reporting requirements for compliance. Use the enclosed Training Registration Form to register the appropriate staff assigned to work on this program. Participation is required to satisfy contract compliance training requirements.

For inquiries regarding the contract documents enclosed, contact Chad L. Nolte or Alexia Cox, Contract Specialists for the Tobacco Enforcement Program at 877.304.2727.

We look forward to working with you!

Sincerely,


Florence C. Raymond
Program Manager

Enclosures



A member of the Texas State University System

FY2016 Tobacco Enforcement Program
Contract Period: September 1, 2015 to August 31, 2016

Agency Name	Fort Bend County Constable Pct 3
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TRANSMITTAL FORM CHECKLIST

- Transmittal Form Checklist**
- Signed Interlocal Cooperation Contract with Exhibits A, B, and C**
- Completed Contractor Information Form**
- Completed Vendor Maintenance Form/W9 (If Applicable)**
- Completed Contractor's Program Work Plan**
- Training Registration Form(s) for Appropriate Staff**

Submission Instructions

Place the Transmittal Form Checklist on top of the contract documents listed above and submit to:

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

Submission due date: **August 31, 2015.**

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 Constable Pct 3** a local government of the State of Texas

*Judge Robert Hebert
401 Jackson Street
Richmond, TX 77469*

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **58** 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, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required. Work shall be performed following the details outlined in attached 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 58 Controlled Buy/Stings and Follow-ups x \$75.00 each for a total of \$4,350.00)**. 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**.

IV. Contract Amount

The total amount of this Contract shall not exceed FOUR THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO/100 CENTS (\$4,350.00). 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, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required.

VI. Warranties

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

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

VII. Term of the Contract

This Agreement is effective **September 1, 2015** and shall terminate on **August 31, 2016**.

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 Constable Pct 3

Receiving Party
Texas State University

By _____

By _____

Name _____

Name: W. Scott Erwin

Title _____

Title Director of Sponsored Programs

Date: _____

Date: _____

By *Aaron W. Tykewski*

Name AARON W. TYKESKI

Title CHIEF DEPUTY

Date 18 August 2015

By *Robert E. Hebert*

Name ROBERT E. HEBERT

Title Fort Bend county Judge

Date August 25, 2015

By *Laura Richard*

Name Laura Richard

Title County clerk

Date August 25, 2015

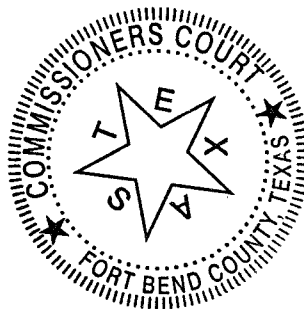


EXHIBIT A
SCOPE OF WORK

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, e-cigarettes, or tobacco products to persons younger than 18 years of age prohibited: Proof of age required. Refer to Exhibit B Schedule – Performance Measures, for the number of Controlled Buy/Stings to be conducted.
- b. Record the results of the Controlled Buy/Stings conducted using the Texas Department of State Health Services (DSHS) Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form provided by the Texas School Safety Center at Texas State University.
- 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 the sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 18 years of age. 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 FY2016 shall participate in a required 6-hour Tobacco Enforcement Program Training prior to implementation of the contract activities.
 2. Agencies that participated in the FY2015 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, 2016 to August 26, 2016) which is due August 31, 2016. The report may be mailed, emailed or faxed to

the Texas School Safety Center, 415 N. Guadalupe, PMB 164, San Marcos, Texas 78666. Email address TEPtobacco@txstate.edu. Fax number 512-245-1133.

- 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 Buy/Stings and Follow-ups using minors as decoys: **58**
 - b. Minimum number of purchase attempts of an e-cigarette, component, part, or accessory by the minor decoy during the Controlled Buy/Stings and Follow-ups: **9**
 - c. Program service area includes zip codes – 77406, 77441, 77476, and 77494.
 - d. 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 2015 to August 2016**.
 - 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, E-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, E-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 or Alexia Cox - TEPtobacco@txstate.edu


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

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$4,350.00** 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 Constable Pct 3	
1A) AGENCY ORI #: 0790000	
2) ADDRESS: (include mailing address, street, city, county, state and zip code): Fort Bend County Constable Pct #3 22333 Grand Corner Dr, #103, Katy, Texas 77494	
3) PAYEE Mailing Address (if different from above): Fort Bend County PO Box 1202, Richmond, Texas 77406-1202	
4) Federal Tax ID No. (9 digit):	
4A) Texas State Vendor #: (for TxSSC use only)	
5) TYPE OF ENTITY (check appropriate box): <input type="checkbox"/> City <input checked="" type="checkbox"/> County	
6) PROPOSED CONTRACT PERIOD: Start Date: September 1, 2015 End Date: August 31, 2016	
7) AREA SERVED: County of Fort Bend	
8) AMOUNT OF CONTRACT: \$4,350.00	
9) PROJECT CONTACT PERSON Name: Chief Aaron Tyksinski Phone: 281-238-1430 Fax: 281-238-1431 E-mail: aaron.tyksinski@fortbendcountytexas.gov	10) FINANCIAL OFFICER Name: Robert Ed Sturdivant, CPA Phone: 281-341-3760 Fax: 281-341-374 E-mail: ed.sturdivant@fortbendcountytexas.gov
11) AUTHORIZED REPRESENTATIVE Name: County Judge Robert Hebert Phone: 281-341-8608 Fax: 281-341-8609 E-mail: jenetha.jones@fortbendcountytexas.gov	12) SIGNATURE OF AUTHORIZED REPRESENTATIVE 
	13) DATE 8-25-15

Texas State Vendor Maintenance Request / Substitute W-9

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

Section A - General Vendor Information:

New Update

Type of Vendor *Select One* State Agency

Limited liability company. Enter the tax classification: C Corporation S Corporation Partnership

Other (see IRS W-9 instructions) local govenment

State of Texas Agency, number

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 at www.irs.gov)

Identify the goods or services your organization will provide to the University:

Tobacco enforcement and education

Section B - Vendor Detail:

Vendor Name (legal name) Fort Bend County

Business Name (if different)

Mailing Address 301 Jackson Street

City Richmond State TX Country USA Zip 77469

Vendor phone 281-341-3760 email shelley.mays@fortbendcountytexas.gov

Remit To Address: Same as mailing Other:

Remit To Address PO Box 1202

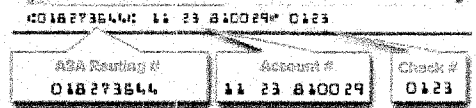
City Richmond State TX Country USA Zip 77406

Vendor phone 281-341-3760 email maria.segura@fortbendcountytexas.gov

Section C - Payment Account Information (for US banks only):

All payments will be made by ACH or Credit Card.

Bank Name



ACH Routing Number

Bank Account Number

Checking

Savings

To Receive Payment Notifications - email

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

I authorize Texas State University to deposit my payments to my financial institution electronically. I understand that Texas State University will reverse any payments made to my account in error. I further understand that Texas State University 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.)

Section D - Substitute W-9 (Required by US 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 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: Social Security Number

or Federal Employer Identification number

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

Signature: (Electronic signatures are accepted)

Have you been contacted by Texas State University to provide goods/services? Yes No

Contact Department

Contact Name

Contact Phone

Contact Email

Have you previously provided goods or services to Texas State University with this name? Yes No

Have you previously provided goods or services to Texas State University under a different name? If so, please provide that name. Yes No

For internal purposes only:

Denied Accepted

Reason: