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**TABC**

TEXAS ALCOHOLIC BEVERAGE COMMISSION

*service ★ courtesy ★ integrity ★ accountability*

RECEIVED

*Cuevas*

JUL 13 2011

COLLIN COUNTY  
SHERIFF'S OFFICE

**José Cuevas, Jr.**  
*Presiding Officer-Midland*

**Steven M. Weinberg, MD, JD**  
*Member-Colleyville*

**Melinda S. Fredricks**  
*Member-Conroe*

**Alan Steen**  
*Administrator*

July 5, 2011

**CC COPY**

Collin County Sheriff's Office  
4300 Community Avenue  
McKinney, TX 75071

"Underage Drinking Enforcement, 80911"

Dear Lt. Fichtl,

The Texas Alcoholic Beverage Commission (TABC) would like to thank you for your recent participation in the Enforcing the Underage Drinking Laws (EUDL) Program in response to TABC's 2011 – 2012, EUDL Contract proposal request. This letter is to notify you that Collin County Sheriff's Office project, "PRIDE, 80910," was scheduled to end April 30, 2011 and has officially closed out. The overall goal of the project was to conduct compliance checks (minor stings) on local retail establishments, weekend party patrols and extra patrols at special events such as concerts and sporting events where underage participants could be around beverages containing alcohol.

During the project period of November 1, 2010 – April 30, 2011: 39 retail establishments were checked during a compliance operation and 38 of those establishments were in compliance. A total of 11 minor in possession citations were issued to youth as well.

We thank you for your interest in assisting TABC's mission to reduce underage drinking in the State of Texas by participating in this contract program solicitation process. We encourage you to visit the Texas EUDL website at [www.2young2drink.com](http://www.2young2drink.com) for future EUDL Contract/grant opportunities as they are announced. If you have any questions, please do not hesitate to contact me at 512.206.3292 or by email at [joey.estrada@tabc.state.tx.us](mailto:joey.estrada@tabc.state.tx.us).

Sincerely,

Joey Estrada  
Grant Coordinator

Cc: Terry G. Box, Sheriff



# TABC

7/5/2011

TEXAS ALCOHOLIC BEVERAGE COMMISSION

*service ★ courtesy ★ integrity ★ accountability*

José Cuevas, Jr.  
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**EUDL Contract: 80911**  
**Collin County Sheriff's Office**  
**Underage Drinking Enforcement**  
**Contract Period: November 1, 2010 - April 30, 2011**  
**EUDL Progress Report Summary**

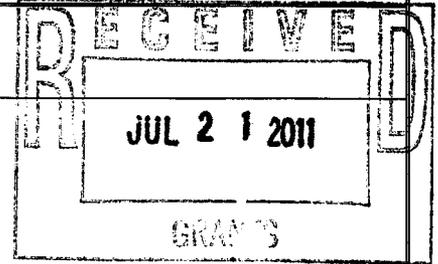
Project Description			
Collin County Sheriff's Office has been awarded a contract to conduct compliance checks (minor stings) on local retail establishments, week end party patrols and extra patrols at special events such as concerts and sporting events where underage participants could be around beverages containing alcohol.			
Budget Summary			
Total EUDL Contract Funding	Budget	Expended	Balance
	\$10,000.00	\$8,530.42	\$1,469.58
Project Goals			
Description	Goal	Actual	Difference
Compliance Check Operations / Minor Stings			
Retail Establishments Checked	40	39	1
Retail Establishments In-Compliance	32	38	(6)
In-Compliance Rate	80.00%	97.44%	-17.44%
Law Enforcement Operations			
Law Enforcement Operations Conducted	22	22	0
Youth Volunteers for Enforcement Operations	5	2	3
Certified Peace Officers Trained by TABC	40	40	0
Earned Media for Enforcement (i.e. Press Releases, Articles)	5	11	(6)
Youth Citations Issued		11	
Adult Citations Issued		1	
Educational / Prevention Campaigns			
Educational / Prevention Campaigns Conducted	0	0	0
Youth Reached through Campaigns	0	0	0
Youth Volunteers for Campaigns	0	0	0
Earned Media for Education (i.e. Press Releases, Articles)	0	0	0



# EUDL Contract

Enforcing the Underage Drinking Laws Block Grant

Contract Number: 80011



**Contractee Name and Address:**

Collin County Sheriff's Office  
4300 Community Avenue  
McKinney, TX 75071

**Type of Entity:** Law Enforcement

**Employer Identification Number:** 75-6000873

**Project Title:** Underage Drinking Enforcement

**Project Period:** July 1, 2011 – April 30, 2012

**Project Type:** Law Enforcement

**Award Amount:** \$10,000.00

**Summary Description of Project:**

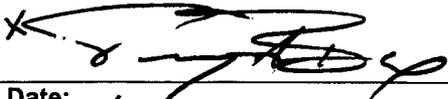
The purpose of this project is to reduce the underage drinking violations within Collin County through enforcement and education. This will be done by party patrol, special event enforcement and minor stings.

**Program Fund:** Enforcing Underage Drinking Laws Program, CFDA #16-727 Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice

**Special Conditions:** The above contracted project is approved subject to such conditions or limitations as are set forth on the attached pages.

REQUIRED: N/A

**Certification and Assurances:** The Contractee must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including but not limited to, OMB Circulars No. A-21, A-110, A-122, A-87, A-133; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 Uniform Administrative Requirements for Grants and Cooperative Agreements – 28 CFR, Part 66, Common Rule; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. The Contractee will also comply with the Texas Alcoholic Beverage Commission Policies and Procedures relating to Grant Administration. In instances where multiple requirements apply to a Contractee, the more restrictive requirement applies. The Contractee will comply with financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

CONTRACTEE ACCEPTANCE	AGENCY APPROVAL
<b>Name of Contractee:</b> Collin County Sheriff's Office	<b>TEXAS ALCOHOLIC BEVERAGE COMMISSION</b>
<b>Signature of Authorized Official:</b> 	<b>Signature of Approving Official:</b> 
<b>Date:</b> 7/13/2011	<b>Date:</b> 7-21-11
<b>Typed Name and Title:</b> Terry G. Box Sheriff	<b>Alan Steen</b> Administrator

**ATTACHMENT A**  
**General Provisions**

**1. Parties and Authority.**

- A. Texas Alcoholic Beverage Commission (TABC), an agency of the State of Texas with authority to grant, administer, and monitor federal funds provided by the federal Office of Juvenile Justice and Delinquency Prevention (OJJDP).
- B. The Authorized Official signing on behalf of the Contractee has legal authority to enter into this contract, and bind the Contractee.

**2. Purpose.**

- A. The Enforcing the Underage Drinking Laws (EUDL) Program supports and enhances efforts by states and local jurisdictions to prohibit the sale of alcoholic beverages to minors and the purchase and consumption of alcoholic beverages by minors.

**3. Contract.**

- A. This agreement consists of this contract, Attachments A, B, C, D, E and F, and all amendments made in compliance with paragraph 6.
- B. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding, written or oral agreements between the parties respecting the within subject matter.

**4. Assurances and compliance with State and Federal laws.**

- A. Federal Assurances and other special requirements signed upon applying for this contract are incorporated into this contract.

**5. Term.**

- A. This agreement becomes effective when fully executed by both parties.
- B. This contract terminates on: **April 30, 2012**, unless terminated earlier by agreement or for cause.

**6. Amendment.**

- A. This agreement may be amended by agreement or as required by law. No amendment is effective unless it is made in writing, has an effective date, is signed by both parties and by its terms is made a part of this agreement.

**7. Funding.**

- A. Federal grant funds will be obligated to the Contractee after the effective date of the contract. The amount and use of funds is set forth in Attachment F, *Budget Detail*.
- B. Funds not distributed to the Contractee will be de-obligated at the end of the contract term.
- C. Proposed budget adjustments that exceed 5% of the budget category of the contract must be approved in writing by the TABC. All funding under this contract is contingent on the continuing availability of federal appropriations for these contracts.
- D. If funding is no longer available, this contract will terminate.

**8. Delivery Meeting**

- A. The Project Coordinator and Financial Coordinator must participate in a phone conference with the TABC Grant Coordinator.

Initial: Authorized Official

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Collin County Sheriff's Office

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**General Provisions**  
(continued)

**9. Payment and Cost Statements.**

- A. The Contractee will be paid on a cost reimbursement basis only. Allowable costs will be determined based on the *Uniform Grants Management Standards and General Principles for Determining Allowable Costs*, published by the Governor's Office of Budget and Planning.
- B. Payments will be based on the required reports and itemized cost statements on the forms and in the format provided in the approved award and budget summary (see *Attachment F* to this contract).
- C. Requests for Reimbursement not received within thirty (30) days from the end date of the contract will not be honored. Requests for Reimbursement will not be approved without receipt of the corresponding Progress Report.
- D. Allowable costs must be supported by Progress Reports and documentation showing proof of expenditure.
- E. The State will make payment to the Contractee within thirty (30) days from receipt of the Contractee's Request for Reimbursement (RFR). The RFR must be properly documented, prepared and executed in order to be considered complete.

**10. Performance Measures and Performance Targets.**

- A. Contract performance measures and project goals are set forth in *Attachment E* to this contract.
- B. Progress Reports must be submitted on the forms provided or specified by the TABC. The Contractee is required to coordinate and cooperate with the TABC to ensure program compliance and monitoring of performance measures and project goals as set forth in *Attachment E*, and contract requirements.
- C. Progress Reports are due on:
  - September 15<sup>th</sup>,
  - November 15<sup>th</sup>,
  - January 15<sup>th</sup>,
  - March 15<sup>th</sup>, and
  - May 15<sup>th</sup>, during the term of the contract.
- D. TABC may require more frequent progress reports, additional information or clarification, as TABC determines necessary to effectively monitor contract performance.

**11. Use of TABC seal or logo / Public Information and Educational (PI&E) Materials.**

- A. The TABC and OJJDP logo must be affixed to all printed PI&E materials paid for with contract funds.
- B. Form GRT-24 must be completed and submitted to TABC for review and approval of each printed PI&E material prior to production and distribution. The review process may take up to fourteen (14) days.
- C. The TABC and OJJDO logo may not be stretched, altered or otherwise modified in form or format.
- D. Printed PI&E materials without the TABC and OJJDP logo or not pre-approved will not be reimbursed.

**12. Confidential Funds**

- A. Any applicant requesting purchase of evidence funds must read the conditions for confidential funds as set forth in the effective edition of OJP's *Financial Guide*.

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**General Provisions**  
(continued)

**13. Records, Monitoring and Compliance.**

- A. The Contractee must retain all records required to be created and maintained under this contract for 3 years after final payments and all pending matters are closed.
- B. The Contractee must provide access to records subject to disclosure under the Texas Public Information Act.
- C. The Contractee must provide TABC access to the Contractee premises, books, documents, papers and records necessary to monitor and ensure compliance with this contract at any time during the project period.

**14. Default.**

- A. Failure to comply with the reporting requirements, performance measures, project goals or with the State and Federal laws applicable to this contract are a default of this contract.
- B. The Contractee will be provided with thirty (30) days Notice and Opportunity to Cure before a default will be declared.
- C. In the event of a default, TABC may withhold funding, disallow all or part of the costs relating to the default, suspend or terminate the contract, and/or bar further participation in TABC contracts.

**15. Termination.**

- A. This contract may be terminated by agreement of both parties.
- B. This contract may be terminated by the Contractee if the Contractee is not currently in default.
- C. This contract may be terminated by TABC if:
  - i. contract funds are no longer available;
  - ii. for material default;
  - iii. failure to comply substantially with the requirements or statutory objectives of the appropriate Act, program guidelines issued there under or other provisions of Federal Law;
  - iv. failure to make satisfactory progress toward the goals, objectives or strategies set forth in the application;
  - v. failure to adhere to the requirements in the agreement, standard conditions or special conditions;
  - vi. failure to submit reports;
  - vii. filing a false certification in this application, other report or document.
- D. Termination requires giving the non-terminating party fourteen (14) days Notice of Intent to Terminate.

**16. Continuing obligations after termination.**

- A. The Contractee must continue to comply with all reporting, closing out, and records retention requirements after termination.
- B. TABC will perform all obligations required to close out and pay all outstanding and allowable costs after termination. A final Progress Report and Request for Reimbursement with supporting documentation must be submitted within thirty (30) days from the final date of termination.

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**General Provisions**  
(continued)

**17. Disputes.**

- A. The agreement shall be construed under and in accordance with the laws of the State of Texas and generally accepted principles for financial and programmatic management of state contracts.
- B. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.
- C. All disputes between the parties to this agreement must be resolved through the procedures in Chapter 2260 of the Texas Government Code.

**18. Criminal penalty for false statements.**

- A. False statements or claims made in connection with OJP grants may result in fines, imprisonment and debarment from participating in Federal grants or contracts and/or other remedy available by law.

**19. Audit and Financial Reporting Requirements.**

- A. Contractees receiving combined federal funds of \$500,000.00 or more must furnish TABC with an annual audited financial statements or one copy of the audit findings reporting package. Contractees receiving less than \$500,000.00 in combined federal funds may be required to submit a limited scope audit.
- B. Audits and financial statements must be conducted and prepared in compliance with the State of Texas Single Audit Circular. All audits are subject to review by TABC.
- C. Audit reports and/or certifications of "no findings" are due nine months from the end of the Contractees' fiscal year.

**20. Other Provisions**

- A. The Contractee shall save harmless the TABC from all claims and liability due to activities of himself, his agents or employees performed under this agreement and which result for an error, omission or negligent act of the Contractee or any person employed by the Contractee. The Contractee shall also save harmless the TABC from any and all expenses, including attorney fees, which might be incurred by the TABC in litigation or otherwise resisting said claim or liability which might be imposed on the TABC as the result of such activities by the Contractee, his agents or employees.
- B. The TABC and Contractee shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the other party.
- C. The TABC policy mandates that employees of the TABC shall not accept any benefits, gifts of favors from any person doing business or who may be reasonably expected to do business with the TABC under this agreement. Any person doing business with the TABC under this agreement may not make any offer of benefits, gifts or favors to TABC employees, except as mentioned here and above. Failure on the part of the Contractee to adhere to this policy may result in the termination of this agreement.
- D. In this case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable act shall not affect any other provision thereof and this shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

  
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## ATTACHMENT B

### Adherence to JJDP Core Requirements

1. The Contractee agrees that no part of these grant funds shall be used in any manner that would result in a state's ineligibility to receive any portion of its OJJDP formula grant funding, thereby jeopardizing the overall federal funding stream to protect juveniles in that state.
2. The Contractee agrees to abide by the four core requirements of the JJDP Act.
  - A. Juveniles, defined as those under the age of 21, who are charged with or who have committed an offense that would not be criminal if committed by an adult shall not be placed in secure detention facilities or secure correctional facilities. **Deinstitutionalization of Status Offenders Section 223(a)(11)**
  - B. Juveniles, defined as those under the age of 21, alleged to be or found to be delinquent, status offenders, and non offenders will not be detained or confined in any institution in which they have contact with adult inmates. **Sight and Sound Separation Section 223(a)(12)**
  - C. Provide that no juvenile, defined as those under the age of 21, will be detained or confined in any jail or lockup for adults except juveniles who are accused of non-status offenses and who are detained in such jail or lockup for a period not to exceed 6 hours. **Jail Removal Section 223(a)(13)**
  - D. States participating in the Formula Grants Program must "address juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups, who come into contact with the juvenile justice system." **Disproportionate Minority Contact Section 223(a)(22)**

### Overtime Pay

1. For those engaged in law enforcement activities, the officer must work at least 43 hours in a 7 day period to be eligible for overtime. Exemptions will be made on the number of hours required to be worked in a defined work period by an officer based on the City, Police Department or Organization's Overtime Policy and outlined in paragraph 2.

In addition, the overtime must:

  - A. comply with the federal Fair Labor and Standards Act;
  - B. treat grant paid and non-grant paid personnel and time equally and consistently;
  - C. not use sick leave, personal leave, vacation leave, compensatory time off, or holidays, as hours worked when calculating eligibility for overtime;
  - D. be documented on time and activity reports; and
  - E. be traceable and show a clear calculation in how the overtime was computed.
2. An exemption has been made based on the Contractee's Overtime Policy for the amount of hours to be worked by an officer as follows:
  - A. **An actual 40 physical hours must be worked in a 7 day work week in order for overtime hours to be eligible for reimbursement.**
  - B. Items in paragraph 1, A through E must also be followed in order for overtime hours to qualify for reimbursement.
3. TABC will monitor overtime expenditures based on these requirements. Overtime payments issued outside this policy are the responsibility of the grantee agency.

x 

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**ATTACHMENT C**  
**State Assurances**

(*Uniform Grant Management Standards, Governor's Office of Budget & Planning,  
State Uniform Administrative Requirements for Grants and Cooperative Agreements.*)

In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. These assurances are:

1. The Contractee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. The Contractee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. The Contractee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. The Contractee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. The Contractee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the contractor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
7. When incorporated into a contract award or contract, standard assurances contained in the application package become terms or conditions for receipt of contract funds. Administering state agencies and local sub recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
8. The Contractee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. The Contractee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. The Contractee will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. The Contractee will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. The Contractee will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.



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**State Assurances**  
(continued)

12. The Contractee will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
13. The Contractee will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. The Contractee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
  - A. Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin;
  - B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990;
  - D. the Age Discrimination Act of 1974, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age;
  - E. the Drug Abuse Office and Treatment Act of 1972 as amended, relating to nondiscrimination on the basis of drug abuse;
  - F. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
  - G. § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - H. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - I. any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
  - J. the requirements of any other nondiscrimination statute(s) which may apply to the application.
15. The Contractee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal contractor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
16. The Contractee will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed 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.
17. The Contractee will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. The Contractee will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
19. The Contractee will comply with the Laboratory Animal Welfare Act of 1966, as amended (7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
20. The Contractee will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. The Contractee will comply with the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

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**State Assurances**  
(continued)

22. The Contractee will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. The Contractee will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
24. The Contractee will comply with environmental standards which may be prescribed pursuant to the following:
  - A. institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order (EO) 11514;
  - B. notification of violating facilities pursuant to EO 11738;
  - C. protection of wetlands pursuant to EO 11990;
  - D. evaluation of flood hazards in floodplains in accordance with EO 11988;
  - E. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.);
  - F. conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
  - G. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; and
  - H. protection of endangered species under the Endangered Species Act of 1973, as amended.
  - I. All OJP awards are subject to the National Environmental Policy Act (NEPA) and other related Federal laws, if applicable. 42 USC Section 4321 et seq. DOJ has established procedures to implement NEPA. See 28 CFR Part 61. The regulations state that "all federal agencies are required to give appropriate consideration to the environmental effects of their proposed actions in their decision-making and to prepare detailed environmental statements on . . . major federal actions significantly affecting the quality of the human environment." 28 CFR section 61.2. Under the regulations, DOJ, among other things, is required to "[c]onsider from the earliest possible point in the process all relevant environmental documents in evaluating proposals for Department action[.]" 28 CFR Section 61.6.
  - J. OJP has responsibility to ensure compliance with NEPA and 28 CFR Part 61, including Appendix D. For many projects that are funded by OJP, NEPA may have no applicability. However, if OJP funds will be used, for example, to pay for renovation projects or new construction, programs involving the use of chemicals, or any other activity, including research and technology development, that may have an effect on the environment, at a minimum, the funding recipient must provide a full description of proposed project activities to OJP, and an Environmental Assessment must be prepared. Prior to allowing a recipient to spend OJP funds for such a project, OJP must make a finding that the project does not significantly affect the human environment and that further environmental assessment is not necessary.
25. The Contractee must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. The Contractee must have the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
27. The Contractee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
28. The Contractee will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
29. The Contractee will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

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## ATTACHMENT D

### Other Special Conditions

#### 1. Government Performance and Results Act (GPRA)

- A. The funding recipient agrees to collect data (on a quarterly, semi-annually, annual basis or as requested) appropriate for facilitating reporting requirements established by Public Law 103-62 for the Government Performance and Results Act. The funding recipient will ensure that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.

#### 2. Rights in Intellectual Property

- A. DOJ reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR §§ 66.34, 70.36, and 37 CFR Part 401.

#### 3. Federal Funding Accountability and Transparency Act (FFATA) of 2006

- A. Applicants receiving an award from TABC should be aware of the requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, which calls for the establishment of a single searchable website that is accessible by the public and includes the following information for each Federal award:
- i. The name of the entity receiving the award.
  - ii. The amount of the award.
  - iii. Information on the award including the transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action,
  - iv. The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country.
  - v. A unique identifier of the entity receiving award and of the parent entity of the recipient, should the entity be owned by another entity.
  - vi. Any other relevant information specified by OMB.

#### 4. EEOP Requirement

- A. In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or Federal grant program requirements, your organization must comply with the following EEOP reporting requirement:
- i. If your organization received an award(s) between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR.
  - ii. If your organization received an award for less than, \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution or nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

#### 5. Single Point of Contact Review

- A. Executive Order 12372 requires applicants from state and local units of government or other organizations providing services with a statewide impact to submit a copy of their application to the state Single Point of Contact (SPOC). Projects with a regional or local impact must contact their regional council of governments (COG) in the state planning region in which the Contractee's primary office is located. "Texas Counties and COG numbers" shows Texas' 254 counties with their corresponding COG region. "State Planning Regions and Regional Councils" lists the names, addresses and telephone numbers of the 24 regional councils. COGs are the designated review entities under state law for all local and regional projects, and will provide the intergovernmental review services required by federal Executive Order 12372 and TRACS.

**ATTACHMENT E**

**Law Enforcement Operations**

Type of Operations or Activities Proposed in this Project	Number of Previous Operations/Activities Conducted (1 Year Timeframe) 11/1/2010 - 4/30/2011	Number of Planned Operations/Activities (Number of Days/Events)
	<input checked="" type="checkbox"/> Retail Compliance Operations/Minor Stings	2
<input checked="" type="checkbox"/> Party Patrols/Controlled Party Dispersals	18	13
<input type="checkbox"/> 3 <sup>rd</sup> Party Transactions/Shoulder Tap Operations	0	0
<input type="checkbox"/> Fake ID Enforcement	0	0
<input type="checkbox"/> Emphasis/Saturation Patrols	0	0
<input checked="" type="checkbox"/> Additional Enforcement for Special Events	1	4
<input type="checkbox"/> College/University Campus Enforcement	0	0
<input type="checkbox"/> Youth Education (Elementary, Junior, High School)	0	0
<input type="checkbox"/> Youth Education (College, University)	0	0
<input type="checkbox"/> Community Awareness	0	0
<input type="checkbox"/> Other (Please Describe, Limit 50 Characters):	0	0
<input type="checkbox"/> Other (Please Describe, Limit 50 Characters):	0	0
<input type="checkbox"/> Other (Please Describe, Limit 50 Characters):	0	0
<b>Total Operations</b>	<b>21</b>	<b>20</b>

**OJJDP Mandated Performance Measures**

Description of Performance Measure	Previous Data (1 Year)	Project Goals
<b>EUDL Funded Compliance Check Operations/Minor Stings Only</b>		
Number of Retail Establishments Checked (A)	39	50
Number of Retail Establishments In-compliance (B)	38	45
In-compliance Percentage Rate (B/A*100)	97.44%	90.00%
<b>EUDL Funded Law Enforcement Operations</b>		
Number of Youth Volunteers for Enforcement Operations	2	3
Number of Certified Peace Officers Trained by TABC	20	15
Number of Agencies/Organizations Participating	2	2
Number of Earned Media (i.e. Press Releases, Articles)	7	5
<b>EUDL Funded Educational/Prevention Campaigns</b>		
Number of Youth Reached through Campaigns	0	0
Number of Youth Volunteers for Campaigns	0	0
Number of Informational/Educational Materials Created	0	0
Number of Agencies/Organizations Participating	0	0
Number of Earned Media (i.e. Press Releases, Articles)	0	0
<b>Underage Drinking Task Forces</b>		
Number created as a result of EUDL funding	1	1
Number in existence prior to EUDL funding	0	0

**Additional Information**  
(Limit 250 Characters)

Provide any additional information or clarity if needed:

\*  Initial: Authorized Official

**ATTACHMENT F**

**Budget Detail**

**Salaries**

1.) 13 Party Patrols x 2 Deputies x 4 OT Hours x \$50.00	\$5,200.00
2.) 4 Special Events x 2 Deputies x 4 OT Hours x \$50.00	\$1,600.00
3.) 3 Minor Stings x 3 Deputies x 5 OT Hours x \$50.00	\$2,250.00
<b>Total</b>	<b>\$9,050.00</b>

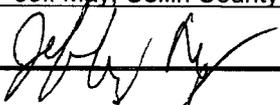
**Supplies/Equipment/Purchase of Evidence**

1.) Hand held video camera for evidence	\$950.00
<b>Total</b>	<b>\$950.00</b>

**Total EUDL Funding \$10,000.00**

**Chief Financial Officer**

Name and Title: Jeff May, Collin County Auditor

Signature: 

Date: 7-13-11