

# Texas Traffic Safety eGrants

## Fiscal Year 2016

**Organization Name:** Collin County - District Attorney's Office

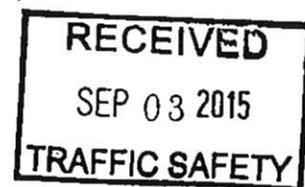
**Legal Name:** Collin County

**Payee Identification Number:** 17560008736012

**Project Title:** DWI No-Refusal Mandatory Blood Draw Program

**ID:** 2016-CollinDA-G-1YG-0070

**Period:** 10/01/2015 to 09/30/2016



## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Collin County** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2016.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.616**  
CFDA Title: **National Priority Safety Programs**  
Funding Source: **Section 405D**  
DUNS: **074873449**

Project Title: **DWI No-Refusal Mandatory Blood Draw Program**  
Description: Reduce DWI offenses and prevent alcohol-involved crashes through provision of health care professionals to perform blood draws on weekend nights and holidays.  
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **\$62,554.00** --  
Amount Eligible for Reimbursement by the Department: **\$50,040.00**  
Match Amount provided by the Subgrantee: **\$12,514.00**

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

Collin County

[Legal Name of Agency]

By:

[Authorized Signature]

Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission

By:

[District Engineer Texas Department of Transportation]

Keith Self  
[Name]

Kelly Selman, P.E.  
[Name]

County Judge  
[Title]

Dallas District Engineer  
[Title]

Date: 8/24/15

Date: \_\_\_\_\_

Under the authority of Ordinance or Resolution Number (for local government):  
(If Applicable)

By:

Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under \$100,000.00)

\_\_\_\_\_  
[Resolution Number]

Date: \_\_\_\_\_

## GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

### 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. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- 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 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: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

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. DEBARMENT AND SUSPENSION**

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within the three (3) year period preceding this agreement 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 federal, state, or local public 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;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal 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 party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. 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

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](mailto: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**

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING**

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]

### RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
  - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

### RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. review of periodic reports
  - 2. physical inspection of project records and supporting documentation
  - 3. telephone conversations
  - 4. e-mails and letters
  - 5. quarterly review meetings
  - 6. eGrants
  
- B. Provide program management and technical assistance.
  
- C. Attend appropriate meetings.
  
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
  
- E. Perform an administrative review of the project at the close of the grant period to:
  - 1. Ascertain whether or not the project objectives were met
  - 2. Review project accomplishments (performance measures completed, targets achieved)
  - 3. Document any progress towards self-sufficiency
  - 4. Account for any approved Program Income earned and expended
  - 5. Identify exemplary performance or best practices

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, fatalities and injuries.

Strategy:

Increase the use of warrants for mandatory blood draws.

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

Strategy: .

## PROBLEM IDENTIFICATION AND SOLUTION

### **I. Problem Identification**

Drinking and driving is a major public safety threat, resulting in DUI-related accidents and making DWI enforcement critical. The number of vehicles and drivers in Collin County (pop. 854,778) has increased corresponding to the 74.2% population increase since 2000. According to Texas Department of Transportation statistics, Collin County has consistently ranked in the top 10 counties for alcohol-involved crashes over the past decade, peaking at 681 crashes in 2009. While alcohol-involved crashes increased for both the county and state in 2012, the percent increase was greater in Collin County (21.5%) than in Texas (6.1%). Additionally, the percentage of alcohol-related fatal crashes has been higher in Collin County as compared to Texas for the past two years. In 2012 and 2013, DUI-related fatal crashes in Collin County accounted for 36% and 35.9%, respectively, of all fatal crashes while only accounting for 32.0% in Texas. Over the 4 year period from 2010 to 2013, the number of alcohol-involved crashes in Texas increased by 0.8%, while Collin County saw an increase of 8.9%. Additionally, over the same 4-year period, the number of alcohol-involved crash related injuries decreased for Texas by 8.4%, while injuries increased by 6.3% in Collin County.

1. US Census Bureau. "Collin County QuickFacts." State and County QuickFacts, 8 Jul 2014. Web. [Accessed 3 Dec 2014]. <http://quickfacts.census.gov/qfd/states/48/48085.html>
2. Texas Department of Transportation. "Texas Motor Vehicle Crash Statistics, 2003 - 2013." Crash Records Information System (CRIS), 7 May 2014. Web. [Accessed 3 Dec 2014]. [www.txdot.gov/government/enforcement/annual-summary.html](http://www.txdot.gov/government/enforcement/annual-summary.html)

### **II. Problem Solution**

In an effort to reduce the number DWI offenses and resultant roadway accidents, Collin County will continue our "No Refusal" program, originally implemented in 2010, which weaves together public awareness, enforcement, and effective prosecution. According to 2013 data, more alcohol involved crashes are reported from Friday to Sunday and between midnight to 3 am than any other days or times (Texas Department of Transportation, 2014), while the 2007 National Roadside Survey (NRS) showed that 12.4% of drivers on weekend nights have a positive blood alcohol concentration (BAC) exceeding .08 g/dL. (Lacey et. al., 2009).

Through the "No Refusal" program, Collin County provides increased public awareness through public/press releases, coordinates on-call judges, funds health care professionals on weekend nights and holidays at two local jails, and ensures local law enforcement officers are aware of judicial and health care professional availability. The program provides law enforcement entities in the county the opportunity to obtain blood samples from drivers who refuse BAC testing, once a warrant is obtained. These "No Refusal" policies in turn provide prosecutors with objective, scientific evidence confirming the driver's blood alcohol concentration when it would otherwise not have been available, thus improving prosecution.

Definitive evidence, such as BAC, improves DWI case conviction rates and enables prosecutors to recommend the most just and fair punishment available under law. Data from the Collin County District Attorney's (DA) Office shows that cases with no BAC evidence ("refusals") result in a substantially higher percentage of trials being requested and have higher acquittal rates as compared with cases where BAC data is obtained. In the past four years (January 2011 to September 2014), Collin County has prosecuted 7,057 DWI cases. Of those, BAC data was not collected for 1,411 (20.0%) defendants. Trial was requested for 26% (n=367) of these "refusal" cases, which resulted in 68.1% (n=250) being acquitted.

Collin County - District Attorney's Office  
General-2016

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Comparatively, for cases where BAC evidence was available, only 7.6% (n=428) requested trials with 50.7% (n=217) being acquitted. This data demonstrates that a larger percentage of defendants who know scientific BAC evidence will be used during criminal proceedings are likely to plead guilty, and cases without BAC evidence are more likely to be acquitted by judges and juries.

Since the inception of the program, Collin County has reduced the number of suspected DWI cases being prosecuted without BAC data from 29.2% in 2011 to 15.6% in 2013 as both blood consent and blood warrant cases have increased. As the overall conviction rate (96.2%) for cases with BAC data are higher than for those without BAC data (82.3%), extrapolation of program data indicates that 220 additional acquittals would have been expected since program inception without the "No Refusal" program. However, DA Office statistics show that the overall DWI conviction rate has actually increased from 91% in 2011 to 95% in 2014.

The "No Refusal" program has ensured that DWI offenders in Collin County are penalized to the extent possible with fewer requests for trial and higher conviction rates resulting from scientific BAC evidence. As most (72.8%) weekend night drivers are classified as normative drinkers, as opposed to having an alcohol use disorder (Lacey et. al., 2009), and the anticipated increasing severity of punishment resulting from subsequent DWI convictions reduces recidivism for first time offenders (Hansen, 2013), enforcement through conviction with documented blood alcohol concentration (BAC) data should reduce the number of repeat DWI offenses and prevent future alcohol involved crashes.

1. Collin County District Attorney's Office. "DWI Stats." 2011 - 2014.
2. Hansen, Benjamin. "Punishment and Deterrence: Evidence from Drunk Driving." 2013. Social Science Research Network. [http://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=1956180](http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1956180)
3. Lacey, J.H., Kelley-Baker, T., Furr-Holden, D., Voas, R.B., Moore, C., Brainard, K., Tippetts, A.S., Romano, E., Torres, P., Beming, A. 2009. "2007 National Roadside Survey of Alcohol and Drug Use by Drivers: Alcohol Results." National Highway Traffic Safety Administration, Washington, DC. [www.nhtsa.gov/DOT/NHTSA/Traffic%20Injury%20Control/Articles/Associated%20Files/811237.pdf](http://www.nhtsa.gov/DOT/NHTSA/Traffic%20Injury%20Control/Articles/Associated%20Files/811237.pdf)
4. Texas Department of Transportation. "Texas Motor Vehicle Crash Statistics, 2003 - 2013." Crash Records Information System (CRIS), 7 May 2014. Web. [Accessed 3 Dec 2014]. [www.txdot.gov/government/enforcement/annual-summary.html](http://www.txdot.gov/government/enforcement/annual-summary.html)

### III. Project Evaluation

Program success will be measured through a reduction in the number of annual alcohol-involved crashes in Collin County as reported through the Texas Department of Transportation's Crash Records Information System (CRIS). Additionally, DWI case data will be collected and evaluated for trends. Case data will be analyzed by BAC type (refusal/none, breath, blood consent, blood warrant, and urine), as well as by case procedure (plea, jury trial, bench trial) and disposition (conviction or acquittal).

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Achieve 80 % blood alcohol content (BAC) data collection rate for all suspected DWI offenses by 9/30/2016

Activity	Responsible	Activity Completion Date
1. Increase the number of BAC samples obtained from suspected DWI drivers by minimizing refusals through blood warrants	Subgrantee	9/30/2016
2. Provide health care professionals at 2 local jails for 10-hour shift every Friday, Saturday, and holiday evening to perform blood draws	Subgrantee	9/30/2016
3. Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	12/31/2015
4. Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	3/31/2016
5. Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	6/30/2016
6. Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	9/30/2016
7. Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	12/31/2015
8. Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	3/31/2016
9. Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	6/30/2016
10. Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	9/30/2016

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITIES

**Objective statement:** To Maintain 90 % minimum conviction rate for all DWI cases by 9/30/2016

	Activity	Responsible	Activity Completion Date
1.	Obtain BAC data from individuals for more effective DWI prosecution to increase the number of pleas and reduce the number of trials requested	Subgrantee	9/30/2016
2.	Compare percentage of trials requested and conviction rates for refusal cases, BAC cases, and all DWI cases	Subgrantee	12/31/2015
3.	Compare percentage of trials requested and conviction rates for refusal cases, BAC cases, and all DWI cases	Subgrantee	3/31/2016
4.	Compare percentage of trials requested and conviction rates for refusal cases, BAC cases, and all DWI cases	Subgrantee	6/30/2016
5.	Compare percentage of trials requested and conviction rates for refusal cases, BAC cases, and all DWI cases	Subgrantee	9/30/2016
6.			
7.			
8.			
9.			
10.			

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Prevent 3 % of alcohol-involved crashes in Collin County as compared with previous year by 9/30/2016

	Activity	Responsible	Activity Completion Date
1.	Provide monthly press releases regarding "No Refusal" mandatory blood draw campaign	Subgrantee	9/30/2016
2.	Increase the number of convictions of intoxicated drivers in order to reduce repeat offenses	Subgrantee	9/30/2016
3.	Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	12/31/2015
4.	Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	3/31/2016
5.	Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	6/30/2016
6.	Contact judges approximately 12 times/weekly via phone/email to solicit volunteers to perform on call warrant duties	Subgrantee	9/30/2016
7.	Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	12/31/2015
8.	Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	3/31/2016
9.	Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	6/30/2016
10.	Notify local law enforcement officers 12 times/weekly via phone/email of contact information for on call judge (s) and healthcare professionals	Subgrantee	9/30/2016

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

**Objective statement:** To Conduct 12 public awareness events detailing the "No Refusal" campaign by 9/30/2016

	Activity	Responsible	Activity Completion Date
1.	Provide monthly (12x annually) press releases regarding "No Refusal" mandatory blood draw campaign	Subgrantee	9/30/2016
2.	Conduct 3 meetings each quarter with law enforcement groups to educate them on the administration of No Refusal nights	Subgrantee	12/31/2015
3.	Conduct 3 meetings each quarter with law enforcement groups to educate them on the administration of No Refusal nights	Subgrantee	3/31/2016
4.	Conduct 3 meetings each quarter with law enforcement groups to educate them on the administration of No Refusal nights	Subgrantee	6/30/2016
5.	Conduct 3 meetings each quarter with law enforcement groups to educate them on the administration of No Refusal nights	Subgrantee	9/30/2016
6.	Conduct 1 each quarter speaker bureau presentations to community groups, such as MADD, on No Refusal and DWI	Subgrantee	12/31/2015
7.	Conduct 1 each quarter speaker bureau presentations to community groups, such as MADD, on No Refusal and DWI	Subgrantee	3/31/2016
8.	Conduct 1 each quarter speaker bureau presentations to community groups, such as MADD, on No Refusal and DWI	Subgrantee	6/30/2016
9.	Conduct 1 each quarter speaker bureau presentations to community groups, such as MADD, on No Refusal and DWI	Subgrantee	9/30/2016
10.	Maintain updated DWI enforcement information on the Collin County District Attorney's website	Subgrantee	9/30/2016

**BUDGET SUMMARY**

Budget Category	TxDOT	Match	Program Income	Total
<b>Category I - Labor Costs</b>				
(100) Salaries:	\$0	\$5,811.81	\$0	\$5,811.81
(200) Fringe Benefits:	\$0	\$1,362.19	\$0	\$1,362.19
Sub-Total:	\$0	\$7,174.00	\$0	\$7,174.00
<b>Category II - Other Direct Costs</b>				
(300) Travel:	\$0	\$0	\$0	\$0
(400) Equipment:	\$0	\$0	\$0	\$0
(500) Supplies:	\$0	\$0	\$0	\$0
(600) Contractual Services:	\$50,040.00	\$5,340.00	\$0	\$55,380.00
(700) Other Miscellaneous:	\$0	\$0	\$0	\$0
Sub-Total:	\$50,040.00	\$5,340.00	\$0	\$55,380.00
<b>Total Direct Costs:</b>	<b>\$50,040.00</b>	<b>\$12,514.00</b>	<b>\$0</b>	<b>\$62,554.00</b>
<b>Category III - Indirect Costs</b>				
(800) Indirect Cost Rate:	\$0	\$0	\$0	\$0
<b>Summary</b>				
Total Labor Costs:	\$0	\$7,174.00	\$0	\$7,174.00
Total Direct Costs:	\$50,040.00	\$5,340.00	\$0	\$55,380.00
Total Indirect Costs:	\$0	\$0	\$0	\$0
<b>Grand Total:</b>	<b>\$50,040.00</b>	<b>\$12,514.00</b>	<b>\$0</b>	<b>\$62,554.00</b>
Fund Sources: (Percent Share)	79.99%	20.01%	0.00%	

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