



<p>Organization (“NSA”):</p> <p>National Sheriffs’ Association 1450 Duke St. Alexandria, VA 22314</p>	<p>Organization (“Subrecipient”):</p> <p>Collin County (Texas) Sheriff’s Office Address: 4300 Community Ave McKinney, TX 75071 DUNS: [#] 074873449</p>	
<p>NSA Sub-award Number:</p> <p>2022-186-CCTSO</p>	<p>CFDA Number:</p> <p>20.614</p>	
<p>Grantor (“Agency”):</p> <p>National Highway Traffic Safety Administration</p>	<p>Federal Award Number:</p> <p>DTNH2217H00013A-0001</p>	
<p>Federal Award Project name, description, total funding, and federal award date:</p> <p>Drug Impaired Driving Enforcement Training (DIDET) implements a grants program to provide states and local government agencies with funding to support the necessary training and follow-up support that contributes to the detection and enforcement of drug impaired driving.</p> <p>Total Funding: \$585,000</p> <p>Award Date: 8/27/2020</p>		
<p>Performance Period:</p> <p>06/01/2022 to 12/31/2022</p>	<p>Amount of Funds Obligated this Agreement:</p> <p>\$72,467.60</p>	<p>Is this Award R&D?</p> <p>No</p>



Subrecipient Agreement Terms

1. The National Sheriffs' Association (NSA) was awarded funds by the National Highway Traffic Safety Administration (referred to in this document as Agency) for the abovementioned project, and hereby awards a cost-reimbursable portion of those funds to Subrecipient. This agreement (hereinafter the "Agreement") comprises this document and the following incorporated attachments hereto:
 - Statement of Work (Attachment 1);
 - Budget (Attachment 2);
 - Statement of Certifications and Assurances (Attachment 3);
 - Points of Contact (Attachment 4).

By signing this agreement, the Subrecipient's Authorized Official (specified in Attachment 4) makes the certifications and assurances in Attachment 3.

2. *Work.*

Subrecipient shall perform the work described in Attachment 1 according to the timeline described therein, and in keeping with the budget incorporated herein as Attachment 2. Each party will be responsible for its own negligent acts or omissions, and for those of its employees, officers, and directors.

3. *Reporting.*

- *Regular financial reports.* Subrecipient agrees to submit monthly financial reports/invoices, using a form specified by NSA's Financial Contact and/or Project Contact, not later than 15 days after the end of each calendar month. Subrecipient shall only submit reimbursement requests for completed work and for expenses incurred, and acknowledges that the awarding of these funds is not fee-for-service.
- *Regular program reports.* Subrecipient agrees to submit monthly progress reports that describe project activities and performance against program effectiveness measures during the reporting period. Progress reports must be submitted in conjunction with the monthly financial report/invoice.

4. *Other obligations.*

Subrecipient will cooperate generally with NSA's efforts to manage the Project and any evaluation thereof. Specifically, Subrecipient will:

- Participate in Project-related calls as requested by the NSA;
- Participate in conference calls as requested by the NSA to answer the NSA's or Agency's questions with respect to the Subrecipient work, provide status updates, and participate in problem-solving;
- Cooperate with site visits set up by the NSA or Agency to observe Subrecipient's work.

5. *Payment.*

- To claim payment, Subrecipient should submit to the NSA monthly invoices no later than 15 days after the end of the calendar month in which services were performed. All payments are contingent upon Subrecipient's satisfactory performance of work under this Agreement, including submission of any required reports, as described above.
- Notwithstanding the foregoing, the parties acknowledge and agree that the NSA's obligation to pay Subrecipient for work performed hereunder is contingent upon its receipt of funding for this purpose from

Agency. In the event that the NSA learns that it will be unable to make payment to Subrecipient because funding from Agency is not received or is withdrawn, it must give Subrecipient prompt notice of such information, and Subrecipient will have the option to cease work until the NSA receives payment from Agency but will not otherwise seek recovery against the NSA.

- Any other provision in this Agreement to the contrary notwithstanding, in addition to its other rights and remedies, the NSA may elect not to make payments to Subrecipient hereunder in the event that Subrecipient:
 - i. Makes or has made any substantial or material misrepresentation in this Agreement or in any information furnished to the NSA in connection with this Agreement;
 - ii. Takes any action requiring the NSA's approval without having first obtained such approval;
 - iii. Fails to provide reports as required by this Agreement; or
 - iv. Otherwise breaches any covenant, warranty, term or condition contained in this Agreement, including, without limitation, the failure to perform work conforming to reasonable standards of professional quality.
- All payments under this agreement must meet the standards for allowability, allocability, and reasonability set forth in 2 CFR Part 200. In the event that Subrecipient receives payment from the NSA hereunder which is later disallowed by the NSA or by Agency, Subrecipient shall, upon request, promptly refund to the NSA the disallowed amount. At its option, the NSA may offset the amount disallowed from any amount payable or to become payable to Subrecipient under this Agreement or any other agreement. Similarly, a disallowance under any other agreement with Subrecipient may be offset against amounts payable or to become payable to Subrecipient under this Agreement.

6. *Publications and intellectual property.* [As applicable]

- *Publications.*
 - i. *Training materials.* Training or training materials developed under this agreement must comply with the NHTSA guidelines.
 - ii. *Videos and products for Subrecipient's own release.* Grantees producing (1) all videos or (2) any products for Subrecipient's independent release must follow the Agency's Publishing Guidelines for placement of logos, inclusion of funding/disclaimer statement, and, if relevant, product barcodes. Check with Project Contact for detailed instructions.
 - iii. *Videos and products to be released by Agency.* Any publication or deliverable intended for Agency production and release produced under this award must be submitted to the NSA ten months prior to the award end date to provide adequate time for the Agency review process.
 - iv. *Publications.* If Subrecipient uses project funds to create, publish, or distribute any publication, such publication must first be approved by the NSA and Agency. Subrecipient shall submit any such publication to the NSA no fewer than 150 calendar days in advance of publication or distribution.
 - v. *Promotional materials, press releases etc.* Subrecipient agrees to submit any print or electronic promotional materials concerning this Agreement that are intended for public dissemination to the NSA for review ten (10) working days in advance of release. This includes, but is not limited to: fact sheets, newsletters, press releases, Web-based materials, and listserv announcements.
 - vi. *Statement.* All publications supported by this Agreement shall include a funding disclaimer. Please obtain from NSA Project Manager.
- *Intellectual property.*
 - i. *Copyright.* Pursuant to 2 CFR §200.315(b), the Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. Subrecipient acknowledges that the NSA and Agency have the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227- 14 (Rights in Data - General).
 - ii. *License to Agency and the NSA.* Agency and the NSA each also reserve a royalty-free, nonexclusive, and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of

derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

7. *Key personnel.* The following personnel are essential to this agreement and shall oversee the work required of Subrecipient under this agreement: Candace Hill ("Key Personnel"). If the indicated Key Personnel will not be available to oversee the work, Subrecipient is responsible for advising the NSA of this information as soon as practical after Subrecipient becomes aware of it. The parties to this agreement may then confer and determine an appropriate basis for satisfactory performance, which will be recorded in a written amendment to this agreement, or either party may terminate the agreement in accordance with the terms hereof.
8. *Records.* Subrecipient shall make available to the NSA, Agency, or auditors acting on either the NSA or Agency's behalf, at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction for three (3) years after the expiration (or, if early terminated, early termination settlement) of this Agreement. Records relating to litigation or the settlement of claims under or relating to this Agreement shall be made available until such litigation or claims are finally resolved. Records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form, except as prohibited by federal or state law and rules. Subrecipient shall include in any permitted subawards or subcontracts hereunder a provision requiring compliance by its subrecipients and subcontractors with the provisions of this section.
9. *Amendment.* Alterations to this Agreement require a formal, written amendment signed by both parties, except that an exchange of emails between the NSA and Subrecipient's Project Contacts is sufficient to affect a modification of the budget involving less than 10% of the funds awarded in this Agreement.
10. *Termination.* In the event of a termination for any reason, Subrecipient shall be paid for all work satisfactorily performed up to the time of termination. Termination may occur:
 - For convenience. This Agreement may be terminated for the convenience of either party upon 30 calendar days' written notice to the other party's Authorized Official; email is sufficient for this purpose.
 - For termination of the prime award. The NSA may further terminate this Agreement upon termination of the prime federal award; such termination shall be effective immediately upon written notice to the Subrecipient's Authorized Official, and email is sufficient for this purpose.
 - For cause. The NSA may immediately terminate this Agreement if Subrecipient defaults in its performance of this Agreement and fails to cure such default within 10 calendar days (unless a longer period is specified by the NSA) of a written notice to Subrecipient's Authorized Official specifying the default (email is sufficient for this purpose).
11. *Headings and captions.* The section headings and captions contained in this Agreement (including its Attachments) are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

The foregoing is accepted and agreed:

By Authorized Official, National Sheriffs' Association:

Print & Sign Name

Title

Date

By Authorized Official, **Subrecipient:**

CHRIS HILL, 

Print & Sign Name

COUNTY JUDGE

Title

29 JUNE 2022

Date

Attachment 1: Statement of Work (CCSO Proposal)

Collin County (Texas) Sheriff's Office (CCSO) agrees to invite and encourage all Texas counties to send deputies and/or officers to the ARIDE and DRE training classes that they will provide.

Over the period of 6 months:

CCSO agrees to provide one ARIDE class in Collin County, Texas to 20 law enforcement deputies and/or officers. CCSO will screen students to determine their SFST proficiency prior to offering a seat in the class. All ARIDE candidates must successfully complete the NHTSA/IACP approved Standardized Field Sobriety Testing Proficiency examination. CCSO will also make it clear to students that ARIDE instruction does not result in a certification.

CCSO will also provide one DRE school to train 20 law enforcement deputies and/or officers and will also cover any travel expenses needed for instructors and students. CCSO will also provide field training for DRE certification to all qualifying students and will cover any necessary travel expenses for both instructors and students.

CCSO will be in charge of securing instructors and all supplies needed for all the courses and will use the curriculum as developed and approved by NHTSA and IACP and as established by the Drug Evaluation and Classification (DEC) Program. CCSO will coordinate with their DEC State Coordinator to ensure the minimum standards are adhered to when specifying the requirements for certification of DREs and for their agency participation.

Guidelines on the standards for DRE training and certification as well as ARIDE classes can be found in the *The International Standards of the Drug Evaluation and Classification Program* manual found at the following link:

<https://www.theiacp.org/sites/default/files/all/c/Combined%20Standards%20DRE%20SFST%20ARIDE.pdf>

CCSO agrees to provide NSA the plan for scheduling the ARIDE class and DRE School and Certification. The dates of any scheduled trainings will be provided to NSA at least 30 days in advance so that NSA has the option to send a representative to attend at least one or two of the scheduled events. CCSO agrees to provide documentation monthly and in a final report at the end of the performance period that will describe all funded activities, number of personnel that attended each of the trainings, where the attendees have traveled from to attend, and the number of attendees successfully completing the courses for both the ARIDE class and the DRE school and certification.

Attachment 2: Budget

Category	Description	# instructors / Students	# days	Cost	Grand Total
CONTRACTUAL Expenses					
Instructor Stipends					\$36,350.00
DRE School: 5 instructors	Training days: 9 Number of Courses: 1 Number of Instructors: 5				
DRE School	Week 1: August 29 to September 2, 2022				
	Week 2: September 6 to September 9, 2022				
	Course Instructor: 9 days x \$500/per day=\$4,500	1	9	\$500.00	\$4,500.00
	Lead Instructor: 9 days x \$475/per day=\$4,275	1	9	\$475.00	\$4,275.00
	3 Instructors x 9 days x \$450=\$12,150	3	9	\$450.00	\$12,150.00
					\$20,925.00
DRE: Field Certification:	Number of Days: 5 Number of Courses: 1 Number of Instructors: 5				
	Training course Manager (works on curriculum/assists instructors and officers): 8 days x \$500/per day=\$4,000	1	8	\$500.00	\$4,000.00
	Lead Instructor: 5 days x \$475/per day: \$2,375	1	5	\$475.00	\$2,375.00
	Instructor: 1 Instructor x 4 days x \$450/per day: \$1,800	1	4	\$450.00	\$1,800.00
	Instructor: 1 Instructor x 3 days x \$450/per day=\$1,350	1	3	\$450.00	\$1,350.00
	Instructor: 1 Instructor x 5 days x \$450/per day=\$2,250	1	5	\$450.00	\$2,250.00
					\$11,775.00
DRE: Certification Exam:	Number of Days: 1 Number of Instructors: 4				
	Course Manager: \$475 x 1 day=\$475	1	1	\$475.00	\$475.00
	Lead Instructor: \$475 x 1 day=\$475	1	1	\$475.00	\$475.00
	2 Instructors: \$450 x 1 day=\$900	2	1	\$450.00	\$900.00
					\$1,850.00
ARIDE Class: 2 instructors	2 days / 1 course				
	August 9 and 10, 2022				
	2 Instructors x 2 days x \$450=\$1,800	2	2	\$450.00	\$1,800.00
					\$1,800.00

TRAVEL					\$23,473.00
Travel: Instructors	GSA Rate - \$122 lodging/night; \$64 meals/day; .585 mile				\$20,514.00
DRE School	CCSO - 9 days - arriving night before class begins				
	Instructors: 9 days x \$122/hotel GSA rate= \$1,098 x 5 instructors= \$5,490	5	9	\$122.00	\$5,490.00
	DRE School/Instructors: 7 days x \$64/meals or GSA rate= \$448 x 5 instructors	5	7	\$64.00	\$2,240.00
	First & last day are 75% of total for meals / 2 DAYS X \$48 (64X.75) X 5	5	2	\$48.00	\$480.00
	DRE Instructors: Mileage (to and from) 500 MILES x 2 X 0.585= \$585 x 5 instructors= \$2,925	5	2	\$292.50	\$2,925.00
					\$11,135.00
DRE Field Certification	5 days - San Antonio				
	5 days x \$124/hotel GSA rate=\$620 x 5 instructors= \$3,100	5	5	\$124.00	\$3,100.00
	DRE Field Certification Training: 3 days x \$64 per day GSA rate= \$192 x 5 instructors	5	3	\$64.00	\$960.00
	2 days @75% = 2x48x5	5	2	\$48.00	\$480.00
	DRE Field Certification Training: Mileage: 900 x 0.585= \$526.50 x 5 instructors=\$2,632.50	5	2	\$263.25	\$2,632.50
	Certification Exam: 1 instructor at \$122/hotel GSA rate=\$122 Meal: \$48, Mileage: 100 miles x 0.585= \$58.50= \$228.5				\$228.50
					\$7,401.00
ARIDE Class:	CCSO - 2 days				
	ARIDE Instructors: 2 nights x \$122/hotel GSA rate x 2 instructors= \$488	2	2	\$122.00	\$488.00
	ARIDE Instructors: 2 instructors x \$48/meal (75% of 64) GSA rare x 2 days= \$192	2	2	\$48.00	\$192.00
	1 day x \$64 for meals	2	1	\$64.00	\$128.00
	ARIDE Instructors: Mileage: 1000 x 0.585 =\$585 x 2 instructors= \$1,170	2	2	\$292.50	\$1,170.00
					\$1,978.00

Travel: Students (2)	San Antonio, TX: GSA Rate - \$124 lodging/night; \$64 meals/day; .585 mile				\$2,959.00
DRE Field Certification					
	Certification Training: 5 days x \$124/hotel GSA rate= \$620 x 2 Officers= \$1,240	2	5	\$133.00	\$1,330.00
	Certification Training: 3 days x \$64/meal per day GSA rate=\$192 x 2 Officers = \$384	2	3	\$64.00	\$384.00
	2 days x \$48 (\$64x.75)/meal per day	2	2	\$48.00	\$192.00
	Certification Training: Mileage: GSA rate: 900 miles RT x .585 x 2 Officers = \$1053	2	2	\$263.25	\$1,053.00
					\$2,959.00
Direct Expenses					
Supplies					\$12,644.60
DRE Kits	3Stethoscope: \$90/per item, BP Cuff \$25/per item, Oral Thermometer \$10/per item, Thermometer sleeves \$5/per item, X3 Toxoptix pen light with UV light \$89.95/per item, Lighted Magnifier \$10/per item, Pupilometer Card \$10/per item, Latex Gloves 1 box \$16/ per item x 20 = \$5119	20		\$255.95	\$5,119.00
	Binders: DRE School: 20/3 inch 3 ring binders for \$673.80 (Office Depot)	20		\$33.69	\$673.80
	Binders: ARIDE School: 20/3 inch 3 ring binders for \$673.80 (Office Depot)	20		\$33.69	\$673.80
	Urine Cups for Field Certification: 140 cups x \$5.00= \$700	140		\$5.00	\$700.00
DRE Manuals					
	One-sided with 3 hole punch for 20= \$4,026.27	20		\$201.40	\$4,028.00
ARIDE Manuals					
	One-sided with 3-hole punch for 20=\$1,450.32	20		\$72.50	\$1,450.00
					\$12,644.60
				Grand Total	\$72,467.60

Attachment 3: Statement of Certifications and Assurances

By signing this Subrecipient Agreement, the authorized official of Subrecipient certifies, to the best of her/his knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the NSA.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Uniform Administrative Requirements Assurance, Conflict of Interest

Subrecipient assures the NSA that it complies with 2 CFR Part 200 and that it will notify The NSA of completion of required audits as well as of any adverse findings that may affect this subaward. Subrecipient assures the NSA that it will conduct procurements under this agreement in compliance with 2 CFR Part 200, including but not limited to its provisions regarding conflicts of interest and employee codes of conduct, as well as in compliance with the Agency [ex. Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/)].

Restrictions and certifications regarding non-disclosure agreements and related matters

Subrecipient assures the NSA that it has not and will not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the NSA or the agency making the prime award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this subaward, Subrecipient –
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Subrecipient does or is authorized to make further subawards or contracts under this award –
- a. It represents that –
 - i. it has determined that no other entity that the subrecipient selects to receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Attachment 4: Points of Contact

National Sheriffs' Association	Subrecipient - Please complete the sections below.
<p>Project Contact:</p> <p>Name: Candace Hill Title: Project Manager Address: National Sheriffs' Association 1450 Duke St. Alexandria, VA 22314 Telephone: 703-838-5354 Email: chill@sheriffs.org</p>	<p>Project Contact:</p> <p>Name: Tully Yount Title: Technical Contact / Training Coordinator Address: Collin County Sheriff's Office 4300 Community Ave McKinney, TX 75071 Telephone: 972-547-5113 Email: tyount@co.collin.tx.us</p>
<p>Financial Contact:</p> <p>Name: Collin Bush Title: Director of Finance Address: National Sheriffs' Association 1450 Duke St. Alexandria, VA 22314 Telephone: (703) 838-5329 Email: cbush@sheriffs.org</p>	<p>Financial Contact:</p> <p>Name: LINDA RIGGS Title: COUNTY AUDITOR Address: Collin County Sheriff's Office 2300 BLOOMDALE RD, STE 3100, MCKINNEY, TX 75071 Telephone: 972-548-4643 Email: lriggs@co.collin.tx.us</p>
<p>Authorized Official:</p> <p>Name: Jessica Vanderpool Title: Director of Grants & Contracts Address: National Sheriffs' Association 1450 Duke St. Alexandria, VA 22314 Telephone: (814) 574-2170 Email: jessica@sheriffs.org</p>	<p>Authorized Official:</p> <p>Name: CHRIS HILL Title: COUNTY JUDGE Address: Collin County Sheriff's Office 2300 BLOOMDALE RD, MCKINNEY, TX 75071 Telephone: 972-548-4632 Email: chill@co.collin.tx.us</p>