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COURT ORDER

ORDER NO. 2007 1536

DATE: JULY 31, 2007

STATE OF TEXAS


COUNTY OF DALLAS

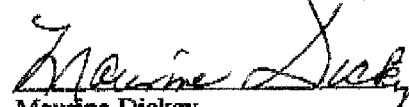
BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 31st day of July, 2007 on the motion made by Mike Cantrell, Dist. #2 and seconded by John Wiley Price, Dist. #3, the following Order was adopted:

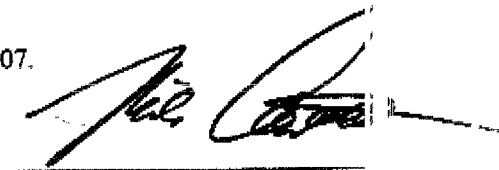
- WHEREAS**, on July 24, 2007 the Dallas County Commissioners Court was briefed on a recommendation to continue the contract for the operation of the Courtesy Patrol Program; and
- WHEREAS**, the Courtesy Patrol Program provides a vital service to the freeway system and the region; and
- WHEREAS**, Dallas County will operate the Courtesy Patrol Program through the Sheriff's Department; and
- WHEREAS**, Dallas County will purchase General Liability, Workers Compensation and Unemployment insurance policies for the Courtesy Patrol program and receive reimbursement for the cost of these policies

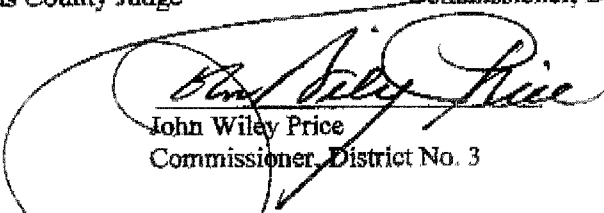
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes the continuation of the Courtesy Patrol Program contract, which authorizes the program to be funded by full reimbursement from the North Central Texas Council of Governments, the Texas Department of Transportation and the North Texas Tollway Authority through Fiscal Year 2008, and authorizes the County Judge to sign all related documents.

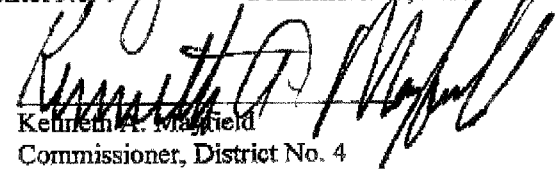
DONE IN OPEN COURT this the 31st day of July, 2007.



James Foster
Dallas County Judge


Maurine Dickey
Commissioner, District No. 1


Mike Cantrell
Commissioner, District No. 2


John Wiley Price
Commissioner, District No. 3


Kenneth A. Masfield
Commissioner, District No. 4

Recommended by: 
Edgar McMillan Jr.
Chief Deputy / General Services

Contract #187XXIL001
CSJ: 0918-00-089, 0918-00-131
Courtesy Patrol Operation:
Dallas District

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
North Texas Tollway Authority	NTTA
County of Dallas	County

II. PURPOSE: TxDOT, NTTA and County agree that the following objectives and purposes of the Project will be fulfilled in a quick, efficient, safe and timely manner of the said purposes, as follows:

- A. Free and clear roadways
- B. Assist stalled and stranded motorists
- C. Assist law enforcement with traffic control when deemed necessary or when asked by law enforcement.

III. STATEMENT OF SERVICES TO BE PERFORMED: The County will undertake and carry out services described in **Attachment A, Scope of Services.**

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$13,000,000.00 and shall conform to the provisions of **Attachment B, Budget.** Payments shall be billed monthly.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on August 31, 2010 or when otherwise terminated as provided in this Agreement

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The Commission, by Minute Order Nos. 101588 and 107737 has authorized TxDOT to accept the services by the County.

NTTA, by resolution or ordinance, dated _____, has authorized the NTTA to provide the scope of services, as shown in **Attachment D-1.**

County, by resolution or ordinance, dated _____, has authorized the County to provide the scope of services, as shown in **Attachment D-2.**

This contract incorporates the provisions of **Attachment A, Scope of Services, Attachment B, Budget and Payment Provisions, Attachment B-1, Cost Estimate, Attachment C, General Terms and Conditions, Attachment D-1 and D-2, Resolution or Ordinance, Attachment E, Location Map Showing Project, Attachment F, Operation Plan, and Attachment G, Operations Manual.**

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North Texas Tollway Authority

By



AUTHORIZED SIGNATURE

Date

12-10-07

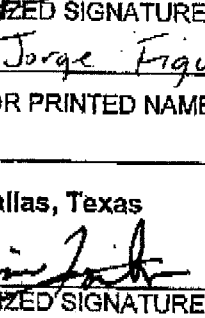
Jorge Figueredo, Executive Director

TYPED OR PRINTED NAME AND TITLE

Title

The County of Dallas, Texas

By

X 

AUTHORIZED SIGNATURE

Date

July 31, 2007

Jim Foster, County Judge

TYPED OR PRINTED NAME AND TITLE

Title

FOR THE STATE OF TEXAS

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

By

Janice Mullenix
Director, Contract Services Section
Office of General Counsel

Date

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ATTACHMENT A

Scope of Services

A. TXDOT'S RESPONSIBILITIES

1. TxDOT shall provide oversight and coordination of the work for the Project.
2. TxDOT, in cooperation with the County, has developed an Operation Manual, as shown in **Attachment G**. This Operation Manual includes operating procedures for the Project, including but not limited to the operations procedures, the hours of operation, the number and duration of shifts for the operation. TxDOT's, the County's and the NTTA's representatives responsible for the Project shall jointly agree upon this information. The responsible representatives from TxDOT, the County and the NTTA shall jointly agree to any changes, modifications, and/or additions to this Operation Manual.
3. TxDOT will make suitable, frequent, and complete inspections of materials, personnel, and equipment for the Project sufficient to determine that the Project and its components meet all applicable requirements in suitable manner to ensure the terms of the Operation Manual are met. TxDOT will promptly notify the County and the NTTA if the objectives of the Operation Manual are not met.
4. TxDOT will monitor the management expectations, performance obligations and financial requirements of this Agreement using appropriate and necessary monitoring and inspections, including but not limited to: review of daily log reports, physical inspection of project records, attend meetings and review of scheduled routes and operation schedules.
5. TxDOT may provide a facility for dispatching the patrollers for the Project. For the duration of this Agreement.
6. TxDOT will perform an administrative review of the project, at the close of the contract period or at the end of each fiscal year (whichever represents the shortest amount of time). This review will determine if the objectives and requirements of the project were met, recommend any changes to increase effectiveness and determine the total cost of project. This review will be completed within 30 days of receipt of final reporting and reimbursement requests from the County. A copy will be provided to the County within 60 days of completion.

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B. COUNTY'S RESPONSIBILITIES

1. Ensure that the project is managed and operated according to this Agreement.
2. The County shall operate the Courtesy Patrol with support, oversight and coordination of TxDOT. The County shall employ personnel, provide all equipment and materials to operate the Project unless noted otherwise hereinbefore. The County shall not be responsible for the direct costs incurred by TxDOT for the management and the coordination of the Project.
3. The County shall provide opportunities and documentation, as may be required, to enable TxDOT to carry on suitable, frequent, and complete inspections of materials, equipment and personnel to afford determination by TxDOT that all materials, equipment and personnel are readily available and in good operating condition and comply with the requirements of the Operation Manual. Upon notification of TxDOT that the objectives of the Agreement are not being met, the County will promptly take corrective measures to rectify the situation and will report the corrective action to TxDOT within 10 days of notice.
4. The County shall compile statistics from the daily activity logs for the Project and provide this information to the TxDOT on a monthly basis. The logs and the compiled statistics shall separately track and identify information relating to TxDOT's highways and the NTTA's roadways.
5. The County, in cooperation with the TxDOT and the NTTA, shall jointly agree to any modification to the Courtesy Patrol coverage routes.
6. The County shall provide personnel for dispatching the Courtesy Patrol. The County shall provide equipment as deemed necessary to communicate with the Dallas County Sheriff's Office.
7. The County shall assist in the formal and on-the-job training for the Project as noted in the Operation Manual.
8. The County shall use reasonable care in fulfilling its obligations. The County will reimburse TxDOT or NTTA for equipment belonging to either party that is destroyed, lost or misplaced by the County.

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ATTACHMENT B

Budget and Payment Provisions

1. The maximum amount of this Agreement without modification is **\$13,000,000.00**. A cost estimate for the operation of the Project is shown on Attachment B-1, attached hereto and made a part of this Agreement.
2. TxDOT will reimburse 80% of the total costs incurred for the operation of the Project with federal funds which include all direct and indirect costs. In addition, TxDOT will reimburse 16% of the costs for operating the Project with TxDOT matching funds. The County shall request this payment directly from the TxDOT. The County shall not be responsible for payment of any direct or indirect costs incurred in the operation of the Project.
3. The NTTA will reimburse 4% of the total costs of operating the Project with matching funds. The County shall request this payment directly from the NTTA with a copy of the County's request sent to TxDOT for informational purposes. The County shall not be responsible for payment of any direct or indirect costs incurred in the operation of the Project.
4. TxDOT will reimburse the County for properly supported costs incurred under the terms and conditions of this Agreement. Reimbursement will be made by TxDOT to the County for labor, equipment, equipment maintenance, fuel and supplies provided the County has paid from County funds its obligations covering items of costs previously billed.
5. The County must maintain verification that all expenses, including wages, salaries, benefits paid, equipment and operating costs, for which reimbursement is requested is for work exclusively related to this project. In order to verify that Courtesy Patrol services are accurately accounted for, TxDOT requires that the County shall submit verification of such payment with each invoice on a monthly basis. Verification documents must be in the form of a detailed invoice of all expenses incurred, payment will be held pending receipt and verification of documents. Details below:
 - Payment verification of all equipment purchased.
 - Payment verification in the form of paycheck receipts, payroll records, with a detailed statement of earnings for each employee.
 - Payment verification for fuel and maintenance expenditures.

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- Payment verification for cell phone expenditures.
- Payment verification for emergency safety material expenditures (i.e. flares, cones, and flags)
- Payment verification for purchased hardware supplies and tools expenditures.
- Payment verification for Driver's Insurance and Worker Compensation Insurance expenditures.
- Payment verification for office supply expenditures.
- Payment verification for uniform expenditures.
- Payment verification for all indirect cost expenditures.

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PAYMENTS

1. The County shall prepare and submit the monthly Billing Statements in a manner acceptable to TxDOT and NTTA. Included in the documentation shall be the reimbursable amount for the operation and materials and/or equipment incurred by the County, which has been accepted by TxDOT.
2. For costs to be reimbursed by TxDOT, an original and one (1) copy of the Billing Statement should be submitted to the following address:

Texas Department of Transportation
Attn: Director of Transportation Operations
PO Box 133067
Dallas, Texas 75313-3067

3. For costs to be reimbursed by the NTTA, an original and one (1) copy of the Billing Statement should be submitted to the following address:

North Texas Tollway Authority
Attn: Executive Director
P.O. Box 260729
Plano, Texas 75026

4. All Billing Statements shall be properly documented, summarizing the costs by description of work performed, quantity of materials and devices, unit price, labor costs, and extensions.
5. TxDOT will make payment to the County within thirty (30) days from receipt of the County's Billing Statement, provided that it is properly prepared, executed, and documented.

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6. The NTTA will make payment to the County within forty-five (45) days from the NTTA's receipt of the County's Billing Statement, provided that it is properly prepared, executed, and documented.
7. Unsupported charges or charges after final acceptance by TxDOT will not be considered eligible for reimbursement. If applicable or necessary, TxDOT will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of TxDOT.

TxDOT will provide copies of its payment transmittal memorandum as an accommodation only, and without creating any obligation, liability, breach, representation or warranty with respect to whether the applicable Billing Statement is accurate, prepared in accordance with this Agreement or is otherwise proper for payment.

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ATTACHMENT B-1, COST ESTIMATE

FY 2007 Proposed Courtesy Patrol Budget

<u>Personnel</u>		<u>Sub-Total</u>	<u>Operational Costs</u>	
Courtesy Patrollers 38 each			Cell Phones	\$27,000.00
Salary	\$26,000.00		Vehicles (10 each)	\$500,000.00
Social Security	\$1,989.00		Fuel	\$170,000.00
Retirement	\$1,820.00		Maintenance	\$75,000.00
Health Insurance	\$5,750.00		Vehicle Insurance	\$225,000.00
	\$35,559.00	\$1,351,242.00	Uniforms	\$50,000.00
Maintenance Technician 1 each			Office Supplies	\$1,250.00
Salary	\$26,000.00		Indirect Costs	\$192,000.00
Social Security	\$1,989.00			\$1,241,250.00
Retirement	\$1,820.00			
Health Insurance	\$5,750.00			
	\$35,559.00	\$35,559.00		
Shift Leaders 3 each			Total Personnel Costs	\$1,650,951.25
Salary	\$28,000.00		Total Operational Cost	\$1,241,250.00
Social Security	\$2,142.00			
Retirement	\$1,960.00			
Health Insurance	\$5,750.00			
	\$37,852.00	\$113,556.00		
Asst. Program Supervisor 1 each			Year Budget	\$2,892,201.25
Salary	\$33,000.00		Federal share (80%)	\$2,313,761.00
Social Security	\$2,524.50		TxDOT share (16%)	\$462,752.20
Retirement	\$2,310.00		NTTA share (4%)	\$115,688.05
Health Insurance	\$5,750.00			
	\$43,584.50	\$43,584.50		
Program Supervisor 1 each				
Salary	\$39,000.00			
Social Security	\$2,983.50			
Retirement	\$2,730.00			
Health Insurance	\$5,750.00			
	\$50,463.50	\$50,463.50		
Administrative Assistant 1 each				
Salary	\$22,500.00			
Social Security	\$1,721.25			
Retirement	\$1,575.00			
Health Insurance	\$5,750.00			
	\$31,546.25	\$31,546.25		
Overtime		\$25,000.00		
Total Personnel Costs		\$1,850,951.25		

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FY 2008 Proposed Courtesy Patrol Budget

<u>Personnel</u>		<u>Sub-Total</u>	<u>Operational Costs</u>	
Courtesy Patrolers 40 each			Cell Phones	\$30 50.00
Salary	\$26,390.00		Vehicles (10 each)	\$550 00.00
Social Security	\$2,018.84		Fuel	\$187 00.00
Retirement	\$1,847.30		Maintenance	\$82 00.00
Health Insurance	\$6,037.50		Vehicle Insurance	\$247 00.00
	\$36,293.64	\$1,451,745.40	Uniforms	\$47 00.00
Maintenance Technician 1 each			Office Supplies	\$2 17.50
Salary	\$26,390.00		Indirect Costs	\$211 00.00
Social Security	\$2,018.84			\$1,358 67.50
Retirement	\$1,847.30			
Health Insurance	\$6,037.50			
	\$36,293.64	\$36,293.64		
Shift Leaders 3 each			Total Personnel Costs	\$1,759 84.04
Salary	\$28,420.00		Total Operational Cost	\$1,358 67.50
Social Security	\$2,174.13			
Retirement	\$1,989.40			
Health Insurance	\$6,037.50			
	\$38,621.03	\$115,863.09		
Asst. Program Supervisor 1 each			Year Budget	\$3,117 61.54
Salary	\$33,495.00		Federal share (80%)	\$2,494,111.23
Social Security	\$2,562.37		TxDOT share (16%)	\$498,118.25
Retirement	\$2,344.65		NTTA share (4%)	\$124,112.06
Health Insurance	\$6,037.50			
	\$44,439.52	\$44,439.52		
Program Supervisor 1 each				
Salary	\$39,585.00			
Social Security	\$3,028.25			
Retirement	\$2,770.96			
Health Insurance	\$6,037.50			
	\$51,421.70	\$51,421.70		
Administrative Assistant 1 each				
Salary	\$22,837.50			
Social Security	\$1,747.07			
Retirement	\$1,598.63			
Health Insurance	\$6,037.50			
	\$32,220.69	\$32,220.69		
Overtime		\$27,500.00		
Total Personnel Costs		\$1,759,484.04		

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FY 2009 Proposed Courtesy Patrol Budget

Personnel		Sub-Total	Operational Costs	
Courtesy Patrollers 42 each			Cell Phones	\$33,75.00
Salary	\$26,785.85		Vehicles (10 each)	\$605,00.00
Social Security	\$2,049.12		Fuel	\$205,00.00
Retirement	\$1,875.01		Maintenance	\$90,50.00
Health Insurance	\$6,339.38		Vehicle Insurance	\$272,50.00
	\$37,049.35	\$1,556,072.79	Uniforms	\$49,00.00
Maintenance Technician 1 each			Office Supplies	\$2,29.25
Salary	\$26,785.85		Indirect Costs	\$232,20.00
Social Security	\$2,049.12			\$1,491,24.25
Retirement	\$1,875.01			
Health Insurance	\$6,339.38			
	\$37,049.35	\$37,049.35		
Shift Leaders 3 each			Total Personnel Costs	\$1,872,44.19
Salary	\$28,846.30		Total Operational Cost	\$1,491,24.25
Social Security	\$2,206.74			
Retirement	\$2,019.24			
Health Insurance	\$6,339.38			
	\$39,411.66	\$118,234.97		
Asst. Program Supervisor 1 each			Year Budget	\$3,363,88.44
Salary	\$33,997.43		Federal share (80%)	\$2,690,84.75
Social Security	\$2,600.80		TxDOT share (16%)	\$538,88.95
Retirement	\$2,379.82		NTTA share (4%)	\$134,84.74
Health Insurance	\$6,339.38			
	\$45,317.42	\$45,317.42		
Program Supervisor 1 each				
Salary	\$40,178.78			
Social Security	\$3,073.68			
Retirement	\$2,812.51			
Health Insurance	\$6,339.38			
	\$52,404.34	\$52,404.34		
Administrative Assistant 1 each				
Salary	\$23,180.06			
Social Security	\$1,773.27			
Retirement	\$1,622.60			
Health Insurance	\$6,339.38			
	\$32,915.32	\$32,915.32		
Overtime		\$30,250.00		
Total Personnel Costs		\$1,872,244.19		

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FY 2010 Proposed Courtesy Patrol Budget

<u>Personnel</u>		<u>Sub-Total</u>	<u>Operational Costs</u>	
Courtesy Patrollers 44 each			Cell Phones	\$36,025.50
Salary	\$27,187.64		Vehicles (10 each)	\$665,000.00
Social Security	\$2,079.85		Fuel	\$226,700.00
Retirement	\$1,903.13		Maintenance	\$95,250.00
Health Insurance	\$6,656.34		Vehicle Insurance	\$299,750.00
	\$37,826.97	\$1,664,386.70	Uniforms	\$51,000.00
Maintenance Technician 1 each			Office Supplies	\$2,621.18
Salary	\$27,187.64		Indirect Costs	\$255,440.02
Social Security	\$2,079.85			\$1,637,78.70
Retirement	\$1,903.13			
Health Insurance	\$6,656.34			
	\$37,826.97	\$37,826.97		
Shift Leaders 3 each			Total Personnel Costs	\$1,989,25.07
Salary	\$29,278.99		Total Operational Cost	\$1,637,78.70
Social Security	\$2,239.84			
Retirement	\$2,049.53			
Health Insurance	\$6,656.34			
	\$40,224.71	\$120,674.13		
Asst. Program Supervisor 1 each			Year Budget	\$3,626,03.77
Salary	\$34,507.39		Federal share (80%)	\$2,901,030.01
Social Security	\$2,639.82		TxDOT share (16%)	\$580,122.60
Retirement	\$2,415.52		NTTA share (4%)	\$145,088.15
Health Insurance	\$6,656.34			
	\$46,219.06	\$46,219.06		
Program Supervisor 1 each				
Salary	\$40,781.46			
Social Security	\$3,119.78			
Retirement	\$2,854.70			
Health Insurance	\$6,656.34			
	\$53,412.28	\$53,412.28		
Administrative Assistant 1 each				
Salary	\$23,527.76			
Social Security	\$1,799.87			
Retirement	\$1,646.94			
Health Insurance	\$6,656.34			
	\$33,630.92	\$33,630.92		
Overtime		\$33,275.00		
Total Personnel Costs		\$1,989,425.07		

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ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the County and/or NTTA are of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the County and/or NTTA and a written amendment will be executed. The County and/or NTTA shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the County and/or NTTA for any costs incurred by the County and/or NTTA relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by all parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the County and/or NTTA shall not proceed with any work or incur any costs until TxDOT issues a written notice to the County and/or NTTA authorizing work to begin. Any costs incurred by the County and/or NTTA before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the County submits work that does not comply with the terms of this contract, TxDOT shall instruct the County to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after any party gives notice to the other party, whichever occurs first. TxDOT shall compensate the County and/or NTTA only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The County and/or NTTA shall neither incur nor be reimbursed for any new obligations after the date of termination.

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Article 7. Funding

TxDOT and/or NTTA shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the County shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT and/or NTTA reimburses the County for their services, the County shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the County receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the County fails to comply with this Article, TxDOT and/or NTTA may withhold payments and suspend work until the subcontractors and suppliers are paid. The County is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT and/or NTTA will reimburse the County for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the County for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The County shall not incur or be reimbursed for any new obligations after the effective date of termination. The County shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under State law. Out-of-State or out-of-country travel by the County requires prior approval by TxDOT.

Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 10. Conflict of Interest

The County shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with TxDOT relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Resources

All employees of the County shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The County certifies that it currently has adequate qualified personnel in its employment to perform the work required under this

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contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the County shall remove from the project any employee of the County who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the County shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the County without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the County of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes

The County shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. Records and Ownership

- A. The County agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the County or furnished to the County by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the County or their subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State

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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 16. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles establish in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." 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 OMB Circular A-133.

Article 17. Equal Employment Opportunity

The County agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The County agrees to consider minority universities for subcontracts when the opportunity exists. The County warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 18. Nondiscrimination

- A. The County shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The County, with regard to the work performed during this agreement, shall not discriminate on the basis 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. In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the County of the County's obligations under this agreement and the Regulations.
- D. The County shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the County has made to obtain the requested information.
- E. In the event of the County's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.

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F. The County shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The County shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the County becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the County may request the Texas Department of Transportation to enter into the litigation to protect the interests of the TxDOT. In addition, the County may request the United TxDOTs to enter into litigation to protect the interests of the United States.

Article 19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the County shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 20. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.



NORTH TEXAS TOLLWAY AUTHORITY

RESOLUTION NO. 07-143

**A RESOLUTION
AUTHORIZING THE EXECUTION OF AN INTERLOCAL
AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND
DALLAS COUNTY TO SHARE COSTS AND BENEFITS
OF A COURTESY PATROL PROGRAM**

November 20, 2007

WHEREAS, the North Texas Tollway Authority (the "NTTA") is a regional tollway authority governed by Chapter 366 of the Texas Transportation Code (the "Code"); and

WHEREAS, to enhance mobility through an effective incident management program, the Texas Department of Transportation ("TxDOT") established a mobility assistance program commonly referred to as the "Courtesy Patrol Program" (the "Program") to provide motorist assistance and similar support on this region's highways; and

WHEREAS, the Dallas County, the NTTA and TxDOT determined in 2001 that it was mutually advantageous to adopt a unified approach to the Program and to share rights, obligations and costs arising in connection with the Program so as to provide those services on a coordinated and cooperative basis; and

WHEREAS, the NTTA initially entered into an interlocal agreement with TxDOT and Dallas County on October 31, 2005, for the sharing of Program costs and benefits and coordination of Program services; and

WHEREAS, the parties to the interlocal agreement have determined that it is advisable to replace the existing interlocal agreement with a new interlocal agreement that contains terms and conditions that are largely the same as those set forth in the current agreement, but that amends certain agreement provisions, including provisions regarding budget expenditures; and

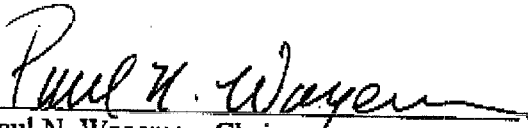
WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes various governmental entities to contract with one another to perform governmental functions and services, and Section 366.182. (b) of the Code authorizes the NTTA to enter into agreements with one or more parties to provide, among other things, personnel and services to operate the NTTA's turnpike projects; and


WHEREAS, under the proposed new interlocal agreement, the NTTA will agree to reimburse Dallas County for four percent (4%) of the County's expenses related to the provision of services

under the Program, which amount is not expected to exceed \$461,235, through August 31, 2010, the expiration date of the proposed new interlocal agreement;

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the NTTA hereby authorizes the Executive Director to execute an interlocal agreement with TxDOT and the County having a term beginning December 1, 2007 and ending August 31, 2010, for the services described herein, and the Board authorizes the expenditures necessary to fund the NTTA's obligations under said interlocal agreement and reimburse the County as established therein.

ATTEST:


Paul N. Wageman, Chairman


Debra L. Smith, Secretary