

**THE STATE OF TEXAS**

**INTERLOCAL COOPERATION CONTRACT**

**COUNTY OF TRAVIS**

THIS CONTRACT AND AGREEMENT (Contract) is entered into by and between the Parties shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act", Chapter 791, Texas Government Code.

**I. CONTRACTING PARTIES:**

The Receiving Agency: NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority, governed by and authorized under Chapter 366 of the Texas Transportation Code (TTC), to adopt and enforce traffic rules and other public safety rules.

The Performing Agency: TEXAS DEPARTMENT OF PUBLIC SAFETY, an agency of the State of Texas, authorized under Chapter 411 of the Texas Government Code, to enforce the laws protecting the public safety and provide for the prevention and detection of crime.

FID # 34054054050000

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

In consideration of the following conditions, the Texas Department of Public Safety (hereinafter called Department, DPS) and the North Texas Tollway Authority (hereinafter called the Authority, the NTTA) agree that:

**1. Service Area.** The Authority is authorized to construct, operate and maintain turnpike projects in Dallas, Denton, Collin, and Tarrant counties. As defined in Section 366.003(11) of the TTC, a turnpike project means a highway of any number of lanes, with or without grade separations, owned or operated by an authority and any improvement, extension, or expansion to that highway, including toll plazas, parking facilities, and administration, storage, or other buildings the authority considers necessary to operate the turnpike project.

In addition to its administrative and maintenance facilities, located in the Cities of Plano and Frisco, the Authority's turnpike projects include the North Texas Tollway Authority and Special Project(s) Systems (the NTTA System), as the same is currently configured and as it is hereafter modified, enlarged, extended, or expanded. As of the effective date of this Contract, the NTTA System consists of the Dallas North Tollway (the DNT); President George Bush Turnpike (the PGBT); the Eastern Extension of the President George Bush Turnpike (the PGBT EE); the Western Extension of the President George Bush Turnpike (the PGBT WE); Sam Rayburn Tollway (the SRT); Addison Airport Toll Tunnel (the AATT); Mountain Creek Lake Bridge (the MCLB), and Lewisville Lake Toll Bridge (the LLBT). The Dallas North Tollway extends from its southern terminus at or near Wolfe Street in the

City of Dallas to its northern terminus in Collin County. The Addison Airport Toll Tunnel links Keller Springs Road on the east side of Addison Airport at its intersection with Addison Road to Keller Springs Road on the west side of the Addison Airport at its intersection with Midway Road, in Addison, Texas. The PGBT extends from its eastern terminus at SH 78 in eastern Dallas County to its western terminus at West Belt Line Road in the City of Irving through Dallas, Collin, and Denton counties. The PGBT Western Extension extends the existing TxDOT section of SH 161 south of the current terminus of PGBT by approximately 11.5 miles, from SH 183 south to IH 20, in Dallas County, Texas. The Mountain Creek Lake Bridge is located between Florina Drive and Southeast 14th Street, across the Mountain Creek Lake, in Dallas County, Texas. The Sam Rayburn Tollway extends from its southwesterly terminus at Denton Creek, Grapevine, Dallas County, Texas and continues through Denton County, Texas to its northeasterly terminus at US Highway 75 interchange in McKinney, Collin County, Texas.

**NTTA's Authority.** In accordance with Chapter 366, the Authority may, among other things:

- adopt and enforce rules for the use of any turnpike project or system, including traffic and other public safety rules; and
- contract with any state or local governmental entity for the services of peace officers of that agency.

**2. Services to be Provided.** Pursuant to its authority, the Authority is contracting with the Department to provide peace officer services upon and in relation to the NTTA System (including toll plazas and adjacent parking facilities) throughout the counties in which the Authority operates turnpike projects. Those troopers or police personnel assigned to the Authority shall make up the North Texas Tollway Authority System Detail (hereinafter, NTTA System Detail or Detail) and shall work under the supervision of the Department's Director who will work cooperatively with the Authority to fulfill the intent and obligations under this contract. The services to be provided by the Department through its NTTA System Detail and through any other resources available to the Department include, but are not limited to, the following:

- (a)** Consistent with the foregoing, the Department will enforce applicable State, federal and local laws and regulations, including the Authority's Rules on the Use of NTTA Facilities, and related toll violation offenses, as described in Section (d) below.
- (b)** The Department will perform those duties customarily and reasonably expected of a first-class law enforcement agency, including but not limited to public safety, traffic and law enforcement, criminal investigation and prevention, and warrant prosecutions.
- (c)** Except as provided in Section III.8., the Detail will actively patrol NTTA roadway facilities at all times and respond to all Command Center

dispatch calls and all offenses, or calls for assistance originating from or related to the NTTA System.

- (d)** The Department shall enforce Section 366.178, Failure or Refusal to Pay Toll, of the TTC. The Department's responsibilities under this subsection shall specifically include, but not be limited to, the following:
- (1)** Upon notification to the Department that the Authority has issued a notice of nonpayment, pursuant to Section 366.178(e), the Department shall promptly issue a citation to the registered owner of a vehicle who fails to pay the toll and administrative fee within the time specified in a notice of such nonpayment sent by the Authority in accordance with Section 366.178(d). In issuing any such citation, the Department shall rely on transmittals from the Authority as evidence that the notice of nonpayment was delivered properly;
  - (2)** The Department shall fully cooperate with the Authority in pursuing adjudication of all citations issued. The Department's cooperation shall include the filing of citations with the proper courts, the attendance of appropriate Department personnel at trials and hearings, appearing as a witness if the violation was observed by a Department employee, offering supporting testimony, providing other reasonable support to prosecutors, and serving as liaison with the applicable courts to ensure the remittance of tolls and administrative fees owing to the Authority. If requested by the Authority, the Department shall allow the Authority, at no cost to the Authority, to use the motor vehicle registration information in the Department's possession for transmitting said notices to the registered owner of a vehicle that commits a violation, unless prohibited by law. However, the Authority may utilize any reliable source of information to provide such notices to the registered owner as required by Section 366.178.
  - (3)** The Department shall assign not less than one full-time trooper to assist in the Authority's violation enforcement efforts for the issuance of citations and prosecution of related warrants and cases. However, as the Department's citations are filed in several courts and as the number of issuances increase, the Authority may require the commitment of an additional trooper to issue citations via the Authority's automated violation enforcement system. Upon request of the Authority, the Department agrees to assign an additional trooper, to assist with the citation issuance and related investigation and court activities. This specially assigned trooper, with assistance from other troopers, will assist the Authority in the identification,

location, and possible arrest of repeat violators as identified by the Authority.

- (4) With respect to any motorist observed by any trooper of the NTTA System Detail as having failed or refused to pay a toll in violation of Section 366.178, the member shall take appropriate enforcement action, including but not limited to the issuance of a citation for "Failure or Refusal to Pay Toll" and prosecution of related warrants and cases.
- (e) The Detail will enforce all traffic offenses and criminal offenses, including, but not limited to, criminal trespass offenses and burglary of a coin-operated machine, committed against or in relation to Authority property.
- (f) The Detail will assist local law enforcement agencies with the investigation, detection and prevention of any criminal activity affecting the Authority. The Department shall enforce Section 366.180 of the TTC and the Authority's Rules and Regulations for the Use of NTTA Projects.
- (g) When requested by the Authority, the Department will, with available manpower assigned to the Detail, provide traffic control, security and safety patrolling, and other services during critical construction or maintenance operations regarding the NTTA System, which shall include enforcing the compliance of motorists with safety and traffic control devices and signage.
- (h) Pursuant to Chapter 411.133 of the Government Code, the Department will provide to or assist the Authority in obtaining from the Department criminal history record information maintained by the Department that pertains to a person who is (1) employed by the Authority; or (2) an applicant for employment with the Authority. Criminal history record information obtained may not be released or disclosed to any person except in a criminal proceeding, in a hearing conducted by the Authority, on court order, or with the consent of the person who is the subject of the criminal history record information.

### **III. POLICING PLAN**

**1. Personnel Matters.** The Department will render the peace officer services as set forth above with a complement of full-time police personnel assigned to the NTTA System Detail. The police personnel shall be governed by the policies and procedures on work week, hours per day, vacations, sick leave, emergency leave, and other personnel policies then prevailing at the Department.

**2. Assignment and Control of Personnel.**

- (a) The Department agrees to assign personnel sufficient to maintain staffing levels, as provided in Schedule A of this contract.

3. Due to vacancies, changes regarding time recording, overtime payment, salary compensation and FLSA requirements, the Department will incorporate an Expanded Enforcement Project (EEP) along with regular overtime accrual to ensure adequate law enforcement activities and maintain adequate law enforcement presence on the NTTA roadway system. The Authority will pay overtime costs for troopers participating in the EEP in the amount totaling twenty (20) hours per trooper per month. The EEP was legislatively mandated of the Department during the 82<sup>nd</sup> Session of Texas Legislature, though Trooper participation is optional. Troopers assigned to the NTTA System that participate in EEP will be expected to perform twenty (20) hours of overtime on the NTTA System a month. The EEP is not part of the regular overtime accrued by troopers caused by extended shifts or training and traveling. Regular overtime will be separate from EEP as output statistics will be kept on time spent for the EEP.
  - (a) The Department Director will select, assign and have direct control over the police personnel assigned to the Detail with respect to the manner of performance of their professional duties and disciplinary action of the command. The Authority has approval/denial rights for each retiree rehire the Department wishes to assign to the NTTA System.
  - (b) The Director will cooperate with the Authority to ensure that, unless otherwise agreed upon by the Authority, no more than 20 percent of the assigned police personnel will have less than one year of experience.
  - (c) Police personnel who are assigned to the Detail will be recruited and trained by the Department according to its regulations. In addition, the Department will give specialized training on the rules and regulations of the Authority upon assignment to the Detail. Department personnel will attend such mandatory training as identified by the Authority prior to access and use of certain Authority resources.
  - (d) In applying the Department's 30-mile radius residency requirement, the NTTA and the Department agree that a trooper assigned to the Detail may reside within a 30-mile radius of any access point to the NTTA System or turnpike project.

The Authority will employ communications and clerical staff to support the Detail. Decisions concerning the employment, disciplinary actions, benefits and discharge of such staff will be the responsibility of the Authority in accordance with the Authority's personnel policies.

#### **4. Assignments and Work Efforts.**

- (a) The Department's police personnel shall be given work assignments by the Department's Commanding Officer attached to the NTTA System Detail so as to achieve the maximum results from the police traffic and

law enforcement efforts consistent with the maintenance of good morale and the protection of the health and safety of the personnel.

- (b) The Commanding Officer shall make such assignments as are necessary for the Department to perform its obligations under this contract. In furtherance thereof,
  - (1) The Department will make every effort to ensure that at all times there is active patrolling of Authority turnpike projects so that at no time will all units scheduled for patrol be called away from, or allowed to stop active patrolling, for things such as training, meetings, weapons qualifications, meal breaks, administrative time, office duty, report writing, special duties, briefings, or court time. The Department Command Staff will coordinate with other local DPS Sergeant Areas to provide appropriate coverage of the NTTA system until such time as an NTTA Detail trooper is back in service on the NTTA System.
  - (2) Each on-duty trooper not assigned to investigating a criminal offense or to toll violation enforcement shall actively patrol the Authority's turnpike projects. As part of the requirements of active patrol, the on-duty trooper shall at all times, including during meal breaks, respond to Command Center dispatch calls. If the on-duty trooper is unavailable for service, the trooper shall notify the Command Center and provide a method by which the trooper can be reached.
  - (3) The Detail will conduct and/or participate in targeted enforcement efforts for toll violations, speed control, aggressive driving, unsafe vehicles, intoxication and alcoholic beverage offenses, and seat belt compliance and will investigate other known and excessive criminal activity per departmental policy.
- (c) Department and Authority Management Relations. The Detail Lieutenant and Sergeants will work cooperatively with the Authority's management staff to ensure efficient execution of this contract.
- (d) MCLB Services. With regard to the MCLB only, the Department shall provide on-call, as needed, police services for the MCLB, which shall include the necessary accident investigation and the enforcement of applicable criminal laws and traffic laws and regulations as well as regulations of the Authority. All other Authority facilities specified in Section II.3 shall be patrolled and/or monitored on a routine basis.

**5. Reports.** The Authority has a unique relationship with the public. Gathering and maintaining information regarding service levels related to Authority roadways is important to the Authority's operation. In consideration thereof, the Department agrees to provide the following information:

- (a) The Commanding Officer will provide a quarterly activity report, no later than 75 days after the end of the quarter, of NTTA System Detail

police personnel from the Department's Automated Information System which will include the following:

- Number of routine trooper hours worked
- Number of overtime trooper hours worked
- Number of trooper hours worked (regular or overtime) for special tasks as Targeted Violation Enforcement, STEP, Click it or Ticket, etc.
- Number of crashes investigated
- Number of citations issued
- Number of motorist assists
- Number of court hours
- Number of road miles driven
- Number of citations, motor assists, crashes investigated and arrests (all law enforcement activities) made while in performance of the Expanded Enforcement Project. (EEP)

**b)** The Commanding Officer will ensure the provision to the Authority of a report of results following targeted enforcement campaigns and other Authority-requested campaigns performed by the Department within 10 business days of completion of such campaign. The report shall include at least the following information:

- Date, time, and area/location of campaign efforts
- Number of citations issued
- Number of arrests
- Number of regular and/or overtime hours worked (It is understood that overtime hours may take longer to confirm and may not be included in the initial report but will be provided as soon as possible.
- Any other pre-determined statistical data pertinent to the campaign as agreed upon by the Authority and the Commanding Officer.

**c)** The Authority regularly analyzes crash data in an effort to prevent accidents and improve safety. Therefore the Department will, when requested, provide crash report copies without delay to the Authority to advance such analysis.

**6. Equipment Access, Usage, and Maintenance.** The Authority will provide and maintain equipment, as provided in Section IV, which is necessary for the Detail to provide peace officer services. Department personnel shall not disengage, disable, remove or otherwise tamper with any Authority equipment, including

vehicle tracking devices, phone systems, and camera systems without the expressed permission of the Authority. The Authority may monitor and inspect/inventory any equipment it purchases or assigns to the Department to assure compliance with Authority policies and procedures.

**7. TLETS.** The Department agrees to provide the Authority access to the Texas Law Enforcement Telecommunications System (TLETS) for the purpose of aiding the Department in efficiently carrying out its law enforcement responsibilities for the Authority provided that:

- (a) Said computer terminal, equipment, and supplies must be obtained and operated with funds of the Authority.
- (b) Training will be provided for the proper use of the equipment by the Authority's communications personnel; and.
- (c) The Authority agrees to abide by the rules and regulations of the Department as to the proper use of the computer terminal on TLETS.

**8. Diversion of Forces.** Whenever, in the opinion of the Director of the Department, a major emergency has occurred on the NTTA System of such nature as to require a diversion of forces, the Director agrees to make available from its regular personnel such personnel and equipment as may be safely diverted in order to meet the situation. In like circumstances, the diversion of personnel and equipment from the NTTA System Detail on a short-term emergency basis to meet a like emergency arising elsewhere under the Department's jurisdiction may be made by the Director. Notice of any diversion of forces, and the expected duration of this diversion, will be made immediately to the Authority or Department, as applicable.

#### **IV. COMPENSATION**

**1. Reimbursement for Total Costs to the Department.** In consideration for the services to be provided by the Department pursuant to this contract, the Authority shall compensate the Department for the actual cost to the Department for the services and other items specified as being direct purchases and expenses in the contract. However, the total amount payable under this contract shall not exceed: (a) \$ 3,108,994.00 in fiscal year 2012 (i.e., from the date of execution of this contract by both parties through August 31, 2012), (b) \$ 4,663,492.00 in fiscal year 2013 (i.e., from September 1, 2012, through August 31, 2013) except to the extent the contract "carries over" pursuant to Section VI. 1. In the event that additional policing personnel are assigned, the Authority shall reimburse the Department for the related expenses as set forth in Schedule A, in an amount that corresponds to the increase in the number of troopers. Schedule A being attached hereto and incorporated herein. The total dollar amount of this contract and/or the attached Schedule A may be amended by the parties in the event that actual expenses exceed the total dollar amount listed in this Section IV.1. The Department is authorized to exceed the dollar amounts listed in any category itemized in Schedule A, without the necessity of amending this contract, as long as



the Department does not exceed the total dollar amount listed in this Section IV.1. Annually, the Department will participate in the Authority's budget preparation process as identified by the Authority, to ensure Department needs are identified.

**2. Reimbursement for Indirect Costs to the Department.** In consideration for the services to be provided by the Department pursuant to this contract, the Authority shall compensate the Department for any indirect costs incurred by the Department for services or items at a rate established by the U. S. Department of Justice with the Department in an executed negotiated agreement approving a fixed rate of 31.07% for the Highway Patrol Division. These indirect costs are calculated by Salary + Hazardous Duty Pay x (31.07%), and set forth in item thirteen (13) of Schedule A. The maximum amount of reimbursement to the Department for the term of this Contract shall not exceed \$7,772,486 as itemized in items one (1) through and including thirteen (13) of Schedule A of this Contract.

**3. Reimbursements.** Subject to Section IV.1, the Authority shall reimburse the Department for the following expenditures:

- (a) Salaries, stipends, and related benefits for all police personnel employed to service the NTTA System Detail, as indicated in Schedule A, attached hereto and incorporated herein for all purposes;
- (b) Cost of relocating police personnel assigned to the NTTA System in which the NTTA System Detail is located (one-way only) in accordance with the Department's reimbursement policy;
- (c) Work-related travel expenses for law enforcement and departmental training, including lodging, meals and airfare which shall be reimbursed in accordance with the Department's policies;
- (d) In accordance with the Department's policies, the cost of repairing wrecked or damaged cars that are assigned to or used by Department employees who are assigned to the NTTA System Detail;
- (e) Without waiving the Authority's and the Department's rights to sovereign immunity, judgments and/or settlements for civil liability claims or causes of action against the Department not to exceed \$100,000.00 per year;
- (f) The Department will provide only those vehicles sufficient for Department personnel to carry out the terms of this contract. The Authority shall reimburse the Department for its use of these vehicles in accordance with Schedule A, Item 8 "Automobile Operations". Automobile Operations includes routine maintenance, gas and oil expenses and each Department vehicle will be equipped with mobile radio units, radar equipment, in-car computer system, emergency warning equipment (lights - siren), digital handheld cameras and mobile video cameras. The Authority will only provide one digital camera for each vehicle which is assigned to a trooper and in active use. These costs are included in the cost per mile on Schedule A, Item 8 to be paid by the Authority.

- (g) All Department vehicles officially marked and those unmarked shall have free access to the NTTA System; and
- (h) The Department will provide shotguns, long rifles, ammunition and hand-held radio units for Troopers assigned to the NTTA System Detail.

**4. Direct Purchases and Expenses.** The Authority shall be responsible for providing the following goods and services to the Department. All such goods purchased shall meet the specifications promulgated by the Department. Such goods and services shall be supplied and/or paid for directly by the Authority as follows:

- (a) Office space located on or adjacent to the NTTA System;
- (b) Radio communications system and radio equipment maintenance that provide the reasonably expected coverage given existing technological capabilities and pursuant to Federal Communications Regulations and compatible with the Authority's frequency.
- (c) Office furniture and equipment for the above offices;
- (d) Printing and forms peculiar to the NTTA System Detail;
- (e) Business-related postage through Authority's postage meter;
- (f) Dispatch Communications personnel;
- (g) Secretarial and clerical support;
- (h) Telephone service through Authority facilities;
- (i) Cellular phones to each sergeant and corporal assigned to the Detail. The Authority may, but shall not be required to, provide additional cell phones to troopers or other NTTA System Detail personnel. Cellular phones are to be used for official business and usage may be monitored. In the event of unauthorized use or abuse, the Authority may discontinue cell phone services of those personnel found violating this clause of the contract;
- (j) Equipment for police vehicles such as first aid kits, fire extinguishers, roll tapes, and other emergency equipment prescribed by the Department; and
- (k) Miscellaneous equipment for police vehicles, such as video tapes, and vehicle tracking mechanisms or systems.

## **V. PAYMENT FOR SERVICES TO BE PERFORMED:**

**1. Payment for Services.** The Authority shall pay for actual services received from the Operation and Maintenance accounts of the Authority from which like expenditures would normally be paid, from current revenues available to the Authority.

**2. Invoices.** Payments for services performed shall be billed monthly and paid within 30 days of receipt. The Authority may withhold reimbursement for that portion of a billing statement that may be in dispute. Notwithstanding the same, no failure by the Authority to make payments under this contract shall give rise to a right of the Department to cease providing law enforcement. Should a dispute not be resolved and payment is not received, either party, upon 60 days written notice to the other party, may terminate the contract. Termination of the contract under this provision shall not abrogate the right of either party to seek resolution of any outstanding dispute regarding payment(s).

**3. Credit for Payments.** Payments received by the Department shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made or will be made.

## **VI. TERM OF CONTRACT:**

**1. Initial Term and Automatic Extension.** The contract term will begin upon execution by both parties. The initial term of the contract will end on August 31, 2012. At such time, the contract will automatically renew for an additional one year, unless one of the parties notifies the other party at least 60 days prior to August 31, 2012, that the party does not want the contract to renew for an additional one year. If the contract automatically renews for an additional one year, the contract will terminate on August 31, 2013. This contract rescinds and replaces all existing agreements and contracts between the Authority and the Department. In the event that a new contract is not executed on or prior to August 31, 2013, the existing contract shall carry over until such time as agreed upon by the parties. All provisions and obligations of the previous contract shall remain in effect during the carry over period, and the dollar amounts listed for fiscal year 2013 in Schedule A will apply.

**2. Modifications.** It is understood that this contract will be subject to review, as conditions may warrant, but may be modified or changed only by mutual written agreement of the Deputy Director of the Department and the Executive Director of the Authority.

**3. Early Termination Options.** Either party, upon ninety (90) days written notice to the other party, may terminate this contract.

## **VII. GENERAL PROVISIONS**

**1. Regarding Third Parties.** Nothing in this contract shall be construed as granting a third party benefit or as waiving the rights and privileges of either party under the Texas governmental immunity laws with respect to third parties or other law.

**3. Independent Contracting; Department Personnel Not Authority Employees.** The Department, its personnel and agents shall be deemed independent contractors and are not employees of the Authority. The Authority is not responsible for any policy, practice or procedure used by the Department to provide traffic and law enforcement on the NTTA System or for any method selected by the Department to meet the performance criteria and its obligations under this contract, except to the extent the Department is complying with the Authority's rules and regulations referenced herein. Additionally, except as provided herein, the parties agree that, in any action by any third party brought against the parties in connection with the provision of any services by the Department on NTTA System, neither party shall be liable for the acts or missions of the other, and each party shall bear its own costs with respect to the defense thereof.

**4. Use of Terms.** As used in this contract, any references to "trooper" in relation to the services to be provided or policing plan shall be inclusive of Department personnel, including sergeants and corporals, assigned to the NTTA System Detail; and any references to "Department" shall be inclusive of the NTTA System Detail, and vice versa.

**5. Conflicts with Other Laws.** To the extent any clause in this contract conflicts with the applicable Texas and/or United States law(s) or regulation(s), such contract clause is void and unenforceable. By executing a contract which contains the conflicting clause(s), the Department makes no representations or warranties regarding the enforceability of such clause(s) and the Department does not waive the applicable Texas and/or United States law(s) or regulation(s) which conflict with the clause(s).

If one or more clauses of this contract, or the application of any clause to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this contract and the application of the clause to other parties or circumstances shall remain valid and in full force and effect.

**6. Addition of Facilities to Agreement.** The Department acknowledges and agrees that during the term of this contract and/or the extended term the Authority plans to add, extend, enlarge, and/or add roadway facilities to the System (collectively, "New Projects"), and that the Department's services under this contract will be required for such New Projects. The Department agrees to negotiate with the Authority to provide all such services described in this contract as are required by the Authority with respect to the New Projects if at the time the Department has sufficient personnel to provide such services in exchange for compensation calculated on the same basis as the Department's compensation under this contract with respect to the Authority's existing projects.

## **VIII. AUDIT**

**1. Financial.** The Department and the Authority understand that acceptance of funds under this contract, either directly through this contract or indirectly through

a subcontract, acts as acceptance of the authority of the State Auditor's Office, and/or the Authority, and/or the Department, and/or any successor agency or authority, to conduct an audit or investigation in connection with those funds. The Department and the Authority further agree to cooperate fully with the State Auditor's office and/or the Authority and/or the Department and/or any successor agency or authority in the conduct of the audit or investigation, including providing all records requested. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Department and the Authority will ensure that this clause concerning the authority of the State Auditor's Office to audit funds received indirectly by subcontractors through either the Department or the Authority and the requirement to cooperate is included in any subcontract the Department or the Authority awards.

**2. Transponder Usage.** The Authority may audit the Department's use of non-revenue transponders and other equipment provided by the Authority for purposes of determining compliance with the Authority's policies and procedures.

**3. Disputes.** In the case of any dispute with respect to the calculations of the expenses and reimbursement, each party hereto shall appoint an auditor who the parties shall mutually agree upon and who shall review and reconcile the calculation of such expenses. In the event said auditors fail to agree, the auditors shall select a third auditor who shall review and resolve the decision of the auditors regarding the disputed cost, and the third auditor's decision shall be conclusive. Receiving Agency is responsible for the cost of the audit.

**4. Performance.** It is the parties' intention that Authority personnel will receive an annual report of the same information listed in Section III.4. within 60 days after the end of each fiscal year.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected Parties; (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Section 366.182(c) of the TTC.

The Department further certifies that it has authority to perform the services contracted for by authority granted in Sections 411.002, 411.006, 411.010, 411.133 of the Government Code V.T.C.A., Chapter 366 and Section 366.182(c) of the TTC and Senate Bill 1, General Appropriations Act, 81st Regular Session.

This contract must cover the following expenses: salaries, stipends, retirement, group insurance, auto operation costs, operational expenses, amortization of equipment (including, but not limited to vehicles), as well as expenses related to

radio communications, office space and furniture, printing, postage, personnel moving expenses, telephone services, patrol car equipment, and secretarial and clerical services. See Senate Bill 1, General Appropriations Act, 81st Regular Session, Rider 34.

**RECEIVING AGENCY**


**NORTH TEXAS TOLLWAY AUTHORITY**

By:   
Authorized Signature  
Title: Interim Executive Director

Date: 3/30/12

**PERFORMING AGENCY**

**DEPARTMENT OF PUBLIC SAFETY**

By:   
Authorized Signature  
Title: Director

Date: 3/19/12

## **SCHEDULE A**

### **BASIS FOR CALCULATING REIMBURSABLE COSTS**

	Upon execution through August 31, 2012	September 1, 2012 through August 31, 2013
*1. Personnel strength shall not exceed 33 FTE's:		
1 Lieutenant	\$30,921.65	\$46,382.47
3 Sergeants	\$123,354	\$185,031
3 Corporals	\$110,920	\$166,380
27 Troopers	\$987,480	\$1,481,220
*2. Hardship Duty Stipend	\$153,288.32	\$229,932.48
*3. Expanded Enforcement Project	\$237,033.71	\$355,551.57
*4. Overtime (OT estimate based on prior actuals and elimination in 2011 of 11 hrs per FTE of Comp Time)	\$42,774.36	\$64,161.54
*5. Hazardous Duty Pay	\$32,301.17	\$48,451.76
*6. Retirement - 6.95% (estimated on salaries)	\$87,060.96	\$130,591.44
*7. Social Security Match – 7.65% (estimated on salaries)	\$95,829.69	\$143,744.53
*8. Group Insurance	\$103,735.23	\$155,602.84
*8A. Education Stipend	\$40,376.47	\$60,564.71
*9. Automobile Operation 860,424 miles @ \$0.88 per mile (mileage estimate based on prior actuals plus 3% contingency totaling 2131 per unit per mos. [except Lieutenant who totals 1379])	\$504,782.08	\$757,173.12
*10. Miscellaneous Operation Expenses, i.e. Uniforms, Bonds, Medical and Funeral Expense resulting from injury on duty, Workers Compensation Payments, Ammunition	\$80,257.43	\$120,386.15
11. Civil liability contingency (judgments & settlements)	\$65,974.63	\$98,961.94
12. Cellular Service (33 In-car computers @ \$621 per year)	\$13,662	\$20,493
*13. Indirect Costs (Salary + Haz. Duty * 31.07%)	\$399,242.30	\$598,863.45
<b>TOTAL ESTIMATE</b>	<b>\$3,108,994.00</b>	<b>\$4,663,492.00</b>

\* Cost estimates shown on Items 1 through 10, and Item 13 above are based on one (1) Lieutenant, three (3) sergeants, three (3) corporals, and twenty seven (27) trooper positions and are subject to change based on actual personnel assigned to the Detail. NOTE: The Authority will provide a full time administrative assistant,