

THE STATE OF TEXAS  
 COUNTY OF TRAVIS

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V. C. S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Turnpike Authority  
 The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICES TO BE PERFORMED: (See note on Page 4 if additional information is required)

In consideration of the following conditions the Texas Department of Public Safety (hereinafter called Department) and the Texas Turnpike Authority (hereinafter called Authority) agree that:

1. The Department accepts the responsibility for the enforcement of State laws and regulations relating to the operation of vehicles on public highways, and of any other state laws and regulations and the enforcement of the Authority's regulations where such enforcement is consistent with State law. The method of enforcement shall be the method determined by the Director of the Department (hereinafter called Director) and the Director of the Department shall have free access to the Turnpike Authority's facilities.
2. The Department will provide such personnel as may be necessary to carry out the terms of this contract. The personnel shall be selected, recruited and trained by the Department and shall be under the control of the Department. The Authority will then give assignments to the personnel as requested by the Authority before assignment to the Turnpike Authority.
3. The Director of the Department of Public Safety and Safety shall have the right to transfer individuals to the Turnpike Authority and shall have the right to take disciplinary action with respect to the personnel of the Turnpike Authority. The Director shall have the Authority to the end that transfer of personnel to and from the Turnpike Authority shall be held to the minimum and good public relations with the Authority's customers will be maintained. The Director shall have the control of the enforcement of the applicable laws and regulations.

(Continued - Page 2)

III. BASES FOR CALCULATING RETIREMENT COSTS

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|--|--|
| 1. (1) Captain   |  |
| 2. (1) Lieutenant  |  |
| 3. (2) Sergeant  |  |
| 4. (27) Patrolmen - \$6,52   |  |
| 5. Longevity   |  |
| 6. Retirement (5%)   |  |
| 7. Social Security   |  |
| 8. Automatic Operation (1.5%)  |  |
| 9. Miscellaneous Operational Expenses  |  |
| Uniforms, bonds, medical and dental expenses, travel expenses, injury while on duty, office supplies, telephone, postage, printing, supplies, transportation, etc. |  |
| 10. Administrative Charge - 1% of total estimated cost   |  |
| Receiving Agency: <u>Texas Turnpike Authority</u>  |  |
| Total Estimated  |  |

Note: In the event of salary increases during the contract period, the above estimates are to be adjusted accordingly, without amendment.

**B. STATEMENT OF SERVICES TO BE PERFORMED:** (Continued from Page 1)

4. The Authority shall provide and maintain such office space and other permanent facilities as shall be required. Such facilities are to be erected on or adjacent to the Turnpike and subject to approval of the Director for the proper enforcement of the laws and to the administration of the police personnel. A radio communication system with such auxiliary communication means as may be necessary for proper policing of the Turnpike and proper coordination with communication facilities of the Department and other police agencies will be provided and maintained by the Authority in accordance with the instructions of the Director or Manager of the Authority, issued pursuant to Federal Communications Commission regulations, after concurrence of the Director.
5. It is understood that this contract shall be subject to review as conditions may warrant, and may be modified or changed by mutual agreement of the Director and the Engineer-Manager of the Authority and approval of the Board of Control, to the intent of the parties that the Authority shall reimburse the Department for the actual cost to the Department of the services and other items specified as being reimbursable in the contract.
6. Whenever, in the opinion of the Engineer-Manager and the Director a major emergency arises on the Turnpike of such nature as to require a diversion of forces, the Department agrees to make available from its regular personnel such men and equipment as may be safely diverted in order to meet the situation. In like circumstances the Authority agrees to the diversion of personnel and equipment from the Turnpike Detail on a short-time emergency basis to meet a like emergency arising elsewhere under Department jurisdiction.
7. This contract shall be effective on the date hereof and continue in effect thereafter until terminated by the agreement of both parties, or if not later than thirty days prior to the effective date of any biennial appropriation either party requests in writing a change of its terms necessitated by such legislation and there is a failure to agree on such change within thirty days after such request, or as set out in paragraph 8 below. In addition, either the Department or Authority may terminate this contract by giving written notice to the other party no less than one calendar year prior to the date upon which it desires to terminate this contract, and this contract shall then terminate on the date specified.
8. This contract is subject to the enactment of the Legislature of necessary legislation to permit the replacement of personnel assigned to the Turnpike and of legislation to permit the current expenditure of reimbursements made to the Department hereunder and like provisions for each biennial appropriation. In the event of failure of such legislation, the Department may terminate this contract by 60 day notice to the Authority.
9. The following services and items are to be supplied and paid for directly by the Authority. All such items purchased shall meet specifications promulgated by the Department:
  - (1) Office space and services in Authority-owned buildings.
  - (2) Office furniture and equipment for the above offices.
  - (3) Radio communication system on Authority's frequency.
  - (4) Radio in each of the autos on DPS frequency.
  - (5) Radio in each of the autos on Turnpike Authority frequency.
  - (6) Maintenance on all above radio equipment.
  - (7) Printing and forms peculiar to Authority detail.
  - (8) Postage (through Authority's postage meter).
  - (9) Cost of moving personnel to Turnpike Project Areas.  
(one way only - restricted to drayage cost).
  - (10) Travel Expense.
  - (11) Communication Personnel.
  - (12) Secretarial and Clerical Services.

II. STATEMENT OF SERVICES TO BE PERFORMED: (Continued from Page 1)

- (13) Telephone service through Authority facilities.
- (14) Radar Equipment and maintenance on same.
- (15) Equipment for autos:  
First Aid Kits, cameras, fire extinguishers, rollstapes, shot guns,  
and other emergency equipment prescribed by the Department.

**10. PLAN FOR POLICING TURNPIKE PROJECTS**

- (1) The Texas Department of Public Safety will render the police service on the Turnpike as set out in the above. It will render the amount of traffic supervision services that is available from the complement of personnel assigned to the Turnpike using them full-time and following the policies and procedures on work week, hours per day, vacations, sick leave, emergency leave, holiday leave, and other personnel policies then prevailing in the Department.
  - (2) The complement of men shall be given work assignments by the Commanding Officer of the Turnpike Detail so as to achieve the maximum results from the police traffic supervision efforts based on professional studies of accident experience, traffic flow, and other factors, and consistent with the maintenance of good morale and the protection of the health and safety of the personnel following the same policies prevailing throughout the Department.
  - (3) The personnel will perform their duties as set out in the agreement in accordance with the policies and procedures of the Department and in conformance with accepted professional police practices, carrying out at all times the motto of the Department of Public Safety "Courtesy, Service and Protection."
  - (4) The number and ranks of Department personnel assigned to Turnpike Projects shall be that agreed upon by the Director and the Engineer-Manager. The number and ranks to be assigned during contract period are shown in Part III of this contract.
11. This contract recitals and replaces all existing agreements and contracts between the Authority and the Department.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: **Four Hundred Three Thousand Eight Hundred Ninety-Five Dollars (\$403,895) ANNUALLY**

V. PAYMENT FOR SERVICES. (See instructions on Page 4.)

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed **monthly**

Payments received by the Performing Agency shall be credited to the current appropriation account(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin **September 1, 1968**

shall terminate **August 31, 1968** ~~subject to appropriations of funds~~ (but in no case cannot transcend the biennium)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that (1) the services to be provided are necessary and essential for activities that are provided within the jurisdiction of the performing agency of the affected agencies of State Government, (2) the proposed arrangement is the most efficient and economical administration of the State Government, and (3) the services to be provided are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be procured by contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to enter into this contract under the authority granted in **Art. 6673V, Sec. 4, V.C.S.**

PERFORMING AGENCY further certifies that it has the authority to enter into this contract under the authority granted in **Art. 441 (6a), V.C.S.**

SUBJECT TO THE APPROVAL of the State Board of Control, the performance of the obligations of this Contract is contingent upon the faithful performance of this Contract by the performing agency and shall be effective until approved by the Board of Control and shall terminate on the beginning date of the Contract.

RECEIVING AGENCY

**Texas Turpines Authority**

By: *Clyde F. Alworth*  
Authorized Signatory  
**Chairman**

Date Aug. 28, 1968

EXAMINED and APPROVED

ATTEST

RECEIVED