

THE STATE OF TEXAS

INTERAGENCY COOPERATION CONTRACT

COUNTY OF TRAVIS

Supervised by
DNT-307

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", Chapter 771, Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TURNPIKE AUTHORITYThe Performing Agency: TEXAS DEPARTMENT OF PUBLIC SAFETY
FID# 34054054050000

II. STATEMENT OF SERVICES TO BE PERFORMED: (See instructions on Page 4)

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 upon the Dallas North Tollway for the enforcement of State laws and regulations relating to the operation of motor vehicles on public highways, other State laws as may be involved, and the enforcement of the Authority's regulations where not inconsistent with State Laws. The method of enforcement shall be the direct responsibility of the Director of the Department (hereinafter called Director). All Department vehicles, officially marked and those unmarked designated by the Regional Commander, shall have free access to the Dallas North Tollway Project without charge.
2. The Department accepts the responsibility upon the Mountain Creek Lake Bridge (the "Bridge"), which is located between Florina Drive and Southeast 14th Street across the Mountain Creek Lake, in Dallas, Texas, to provide necessary accident investigation and the enforcement of applicable traffic laws and regulations relating to the operation of motor vehicles as well as regulations of the Authority on an on-call, when needed, basis. Such will not include day to day patrol or law enforcement, but requires only that the Department respond whenever requested by the Authority in the event of an accident or criminal act.
3. The Department accepts responsibility for the Addison Airport Toll Tunnel (the "Tunnel"), which is located at the intersection of Keller Springs Road and Addison Road, travels under the City of Addison Airport, and ends at the intersection of Keller Springs Road and Midway Road in Addison, Texas, to provide necessary accident investigation and enforcement of applicable traffic laws and regulations relating to the operation of motor vehicles as well as regulations of the Authority on an on-call, when needed basis. Such will not include day to day patrol or law enforcement, but requires only that the Department respond whenever requested by the Authority in the event of an accident or criminal act.

III. BASES FOR CALCULATING REIMBURSABLE COSTS: (See instructions on Page 4)

See attached sheet.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: Two Million Two Hundred Thirty-Eight Thousand Eight Hundred Forty-Three and no/100 (\$2,238,843.00)

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 its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

SCHEDULE A

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

3. The Department will provide, so far as possible, sufficient personnel to carry out the terms of the contract. These personnel will be recruited and trained by the Department according to its regulations, and the Department will then give specialized training on rules and regulations of the Authority upon assignment to the Dallas North Tollway Detail but before going on patrol.

4. The Director of the Department will select and assign the individuals to the Dallas North Tollway Detail and will have direct control of the policing personnel with respect to the manner of performance of professional duties and disciplinary action of the command. The Director shall cooperate with the Authority to the end that transfer of personnel to and from the Dallas North Tollway Detail shall be held to a minimum. The Director shall have complete control of the enforcement of the applicable laws and regulations.

5. 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 Dallas North Tollway and subject to approval of the Director for the proper enforcement of the laws and the administration of the police personnel. A radio communications system shall be provided with such auxiliary communication means as may be necessary for the proper policing of the Dallas North Tollway and proper coordination with communication facilities of the Department and in accordance with the instructions of the Executive Director of the Authority, issued pursuant to Federal Communications Regulations, after concurrence of the Director.

6. 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 Executive Director of the Authority and

(continued on attached page)

STATEMENT OF SERVICES TO BE PERFORMED (continued from Page 2)

approval of the General Services Commission, it being the intention of the parties that the Authority shall reimburse the Department for the actual cost to the Department for the services and other items specified as being reimbursable in the contract.

7. Whenever, in the opinion of the Executive Director and the Director, a major emergency arises on the Dallas North Tollway of such nature as to require a diversion of forces, the Department 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 Authority agrees to the diversion of personnel and equipment from the Dallas North Tollway Detail on a short-term emergency basis to meet a like emergency arising elsewhere under Department jurisdiction.

8. This contract shall be effective on the date herein and continue in effect thereafter until terminated by the agreement of both parties or if not later than thirty (30) 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 (30) days after such request, or as set out in paragraph 9 below, this contract shall be null and void at the conclusion of the biennial appropriation period. In addition, either the Department or Authority may terminate this contract, and this contract shall then terminate on the date specified.

9. This contract is subject to the enactment of the Legislature of necessary legislation to permit the replacement of personnel assigned to the Dallas North Tollway and legislation to permit the current expenditure of reimbursement made to the Department hereunder and like provisions for each biennial appropriation. In the event of failure of such legislation, the Department may terminate the contract by sixty (60) days notice to the Authority.

10. 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) Maintenance on all above radio equipment
- (5) Printing and forms peculiar to Authority detail
- (6) Postage (through Authority's postage meter)
- (7) Cost of moving personnel to Turnpike Project areas (one way only)
- (8) Travel expense and uniform cleaning
- (9) Communications personnel
- (10) Secretarial and clerical services
- (11) Telephone service through Authority facilities
- (12) Radar equipment and maintenance of same
- (13) Equipment for autos: first aid kits, fire extinguishers, rollatapes, shotguns, and other emergency equipment prescribed by the Department.

11. The Department will provide sufficient vehicles for Department personnel to carry out the terms of this contract. Cost for the use of these vehicles is shown in Part III of this contract.

STATEMENT OF SERVICES TO BE PERFORMED (continued from Page 2A)

12. The Department will provide mobile radio units, emergency warning equipment (lights - siren), and cameras for each Department vehicle and a Department frequency radio base station. The cost will be amortized monthly over a 120 month period at a per unit basis. Maintenance and repair to the above equipment will be charged to the Authority at a cost per parts rate.

13. PLAN FOR POLICING TURNPIKE PROJECTS

(a) The Department will render the police service on the Dallas North Tollway 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 Dallas North Tollway using them full-time and following the policies and procedures on work week, hours per day, vacations, sick leave, emergency leave, and other personnel policies then prevailing in the Department.

(b) The complement of personnel shall be given work assignments by the Department's Commanding Officer attached to the Dallas North Tollway Detail so as to achieve the maximum results from the police traffic supervision efforts based on professional studies of accident experience, traffic flow, 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.

(c) 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, "Courtesy, Service and Protection."

(d) The number and ranks of Department personnel assigned to the Dallas North Tollway shall be that agreed upon by the Director and the Executive Director. The number and ranks to be assigned during the contract period are shown in Part III of this contract.

(e) In addition to those services specified, the Department will provide on-call police services for the Mountain Creek Lake Bridge (the "Bridge") and the Addison Airport Toll Tunnel (the "Tunnel"). The Department shall provide necessary accident investigation and the enforcement of applicable traffic laws and regulations relating to the operation of motor vehicles as well as regulations of the Authority upon the Bridge on an on-call, when needed, basis.

14. (a) The Authority's Dallas North Tollway may operate a computer terminal on the Texas Law Enforcement Telecommunications System (TLETS) for the purpose of aiding the Highway Patrol Service of the Department in efficiently carrying out its law enforcement responsibilities on that tollway.
- (b) Said computer terminal, equipment and supplies must be obtained and operated with funds of the Authority.
- (c) Training will be provided for the proper use of the equipment by Department Communications personnel to be designated by the Department.

STATEMENT OF SERVICES TO PERFORMED (continued from Page 2B)

- (d) The Authority agrees to abide by the rules and regulations of the Department as to the proper use of the computer terminal on TLETS.
- (e) The Department shall have the responsibility to supervise the personnel of the Authority's Dallas North Tollway Communications section, who shall be on the payroll of the Authority. Final decisions concerning the employment and discharge of the Authority's Communications Section's employees will be the responsibility of the Department's Commanding Officer attached to the Dallas North Tollway with the approval of the Executive Director.

15. This contract rescinds and replaces all existing agreements and contracts between the Authority and the Department.

III. BASES FOR CALCULATING REIMBURSABLE COSTS: (Cont. from 1)

		<u>Estimated Cost Per Fiscal Year</u>	
		<u>1996</u>	<u>1997</u>
*1.	Personnel strength shall not exceed the following:		
	a. (1) Sergeant (estimated)	\$ 38,850	\$ 38,850
	b. (1) Corporal (estimated)	38,370	38,370
	c. (15) Troopers (estimated)	566,010	566,010
*2.	Overtime (estimated)	25,211	25,211
*3.	Hazardous Duty Pay (estimated)	25,143	26,571
*4.	Retirement - 7.0% (estimated)	46,787	46,886
*5.	Social Security Match (estimated)(7.65%)	53,060	53,169
*6.	Group Insurance	66,742	70,079
7.	Automobile Operation (estimated) (528,768 miles @ \$.24 per mile)	126,904	126,904
8.	Miscellaneous Operation Expenses, Uniforms, Bonds, Medical and Funeral Expense resulting from injury on duty Office Supplies, Ammunition, etc. (estimated)	23,000	23,000
9.	Amortization and Maintenance of Equipment (estimated)	5,092	5,092
10.	Administrative Charge - 10% of total amount paid by receiving agency under items 1 thru 9 above	101,517	102,015
Total Estimate		\$1,116,686 \$1,015,169 <i>8-11-95</i>	\$1,122,157 \$1,020,142 <i>8-11-95</i>

*Reimbursement on items 1 thru 6 above will be based upon actual salaries and benefits resulting from current appropriation bill or any subsequent legislation affecting items 1 thru 6.

*Personnel strength will not exceed the previous fiscal year. Cost estimates shown on item 1 thru 6 above are based on one (1) Sergeant, one (1) Corporal and fifteen (15) trooper positions.

*Request for overtime in item 2 above is based on past experience. Overtime funding would provide special task flexibility as follows:

1. Texas Turnpike Authority facility security
2. Special security details
 - a. Toll plazas

BASES FOR CALCULATING REIMBURSABLE COSTS:(Cont. from Page 20)

- b. Construction areas and equipment
- 3. Extra traffic control functions
 - a. Additional units assigned to construction areas
- 4. Escorts for monies collected by toll booths.

Reasonable and necessary moving expenses normally paid the Department will be paid by the Texas Turnpike Authority. Items 1 thru 10 above do not include funds for this expenditure.

If the operation of the Dallas North Tollway is changed, the number of personnel may be changed to the number and rank necessary to enforce State laws and regulations.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1995 and
shall terminate August 31, 1997 (Term of
contract cannot transcend the biennium.)

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 agencies of State Government, (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 Article 6674, Section 21 V.C.S.

(Statute, Constitution, Appropriation Bill)

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Sections 411.002, 411.006, 411.010 and 411.013, Government Code, V.T.C.A. (1989) and Article 6674V, Section 21, V.C.S.

(Statute, Constitution, Appropriation Bill)

SUBJECT TO THE APPROVAL of the General Services Commission, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the State Purchasing and General Services Commission, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS TURNPIKE AUTHORITY

Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY

Name of Agency

By: James W. Guffey

Authorized Signature

By: Quinton Thomas

Authorized Signature

Executive Director

Title

Assistant Director

Title

Date: August 11, 1995

Date: August 4, 1995

EXAMINED and APPROVED this the _____ day of _____ A.D., 19

GENERAL SERVICES COMMISSION

By: _____

Director, Centralized Services Division

INTERAGENCY CONTRACTS, GENERAL INSTRUCTIONS

CONTRACT PREPARATION AND SUBMISSION FOR APPROVAL

1. Services amounting to Two Thousand Five Hundred Dollars (\$2,500.00) or more for the fiscal year must be in writing on State Purchasing and General Services Commission Form No. 303-03-015.* Prior approval by the General Services Commission is required before effective date.
2. An original and two copies of the proposed contract, properly executed by the contracting agencies, must be submitted to the State Purchasing and General Services Commission. Upon approval, the General Services Commission will execute and number the three documents and forward one copy to each contracting agency.
3. Paragraph II. The kinds and amounts of service to be rendered must be specifically listed and in sufficient detail to clearly describe the services contracted for. If additional space is needed, please prepare an attachment labeling it Schedule A.
4. Paragraph III. A basis for calculating reimbursement must be shown for each of the kinds of services listed in Paragraph II - "Statement of Services to be Performed", such as services of employees, services of materials, or services of equipment, services of consultant, subcontracting cost or purchase of equipment.
5. Paragraph V. All vouchers for reimbursement must be submitted on the Comptroller's Interagency Transaction Voucher Form No. 73-140 (Revised 1-90/2) by the performing agency, and must be submitted to and approved by the General Services Commission before payment, regardless of funds used. Voucher statements must coincide with or "match up" with each of the items of contract services listed in Paragraph II.

*INTERAGENCY SERVICES AMOUNTING TO LESS THAN TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)

An interagency service amounting to less than Two Thousand Five Hundred Dollars (\$2,500.00) does not require a written Contract or advance approval by the General Services Commission. However, the reimbursement voucher must be processed through the General Services Commission, itemizing the services performed and containing this statement:

"Interagency services performed as authorized in Article 4413(32), Sec. 4, V.T.C.S."

INTERAGENCY CONTRACTS, GENERAL INSTRUCTIONS

CONTRACT PREPARATION AND SUBMISSION FOR APPROVAL

1. Services amounting to Three Hundred Fifty Dollars (\$350.00) or more must be in writing on General Services Commission Form PGSC 400*. Prior approval by the General Services Commission, before the effective date, is required.
2. An original and two copies of the proposed contract, properly executed by the contracting agencies, must be submitted to the General Services Commission. Upon approval, the General Services Commission will execute and number the three documents and forward one copy to each contracting agency.
3. Paragraph II. The kinds and amounts of service to be rendered must be specifically listed and in sufficient detail to clearly describe the services contracted for.
4. Paragraph III. A basis for calculating reimbursement must be shown for each of the kinds of services listed in Paragraph II - "Statement of Services to be Performed", such as services of employees, services of materials, or services or equipment.
5. Paragraph V. All vouchers for reimbursement must be submitted on the Comptroller's Purchase Voucher Form 6-1.01 by the performing agency, and must be submitted to and approved by the General Services Commission before payment, regardless of funds used. Voucher statements must coincide with or "match up" with each of the items of contract services listed in Paragraph II.

*INTERAGENCY SERVICES AMOUNTING TO LESS THAN THREE HUNDRED FIFTY DOLLARS (\$350.00)

An interagency service amounting to less than Three Hundred Fifty Dollars (\$350.00) does not require a written Contract or advance approval by the General Services Commission. However, the reimbursement voucher must be processed through the General Services Commission, itemizing the services performed and containing this statement:

"Interagency services performed as authorized in Article 4413(32), Sec. 4, V.C.S."