

STATE OF TEXAS            §  
COUNTY OF TRAVIS       §

**SURFACE TRANSPORTATION PROGRAM-  
METROPOLITAN MOBILITY REHABILITATION -  
INTERLOCAL COOPERATION AGREEMENT  
FOR THE MOBILITY ASSISTANCE PROGRAM**

THIS AGREEMENT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the North Texas Tollway Authority, a Regional Tollway Authority, acting by and through its Board of Directors, hereinafter called the "NTTA," and the County of Dallas, Texas, through the Dallas Sheriff's Department, hereinafter called the "County," acting by and through its duly authorized officers.

**WITNESSETH**

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA"), codified under Title 23 U.S.C. Section 101 et seq., establishes the National Intermodal Transportation System that is economically efficient and environmentally sound, provides the foundation for the nation to compete in the global economy, and will move people and goods in an energy efficient manner; and

WHEREAS, the Transportation Equity Act for the 21<sup>st</sup> Century ("TEA-21") codified under Title 23 U.S.C. Section 101 et seq., authorizes funds for federal-aid highway, highway safety programs, and transit programs, and for other purposes and extends the aforementioned "ISTEA" program; and

WHEREAS, "TEA-21", Title I, Section 1101(a)(4) authorizes funding for the Surface Transportation Program for Fiscal Years 1998, 1999, 2000, 2001, 2002 and 2003; and

WHEREAS, Title 23 U.S.C. Section 133 establishes that Surface Transportation Programs should be developed and implemented by the States' Transportation Agencies; and

WHEREAS, Title 23 U.S.C. Section 134 establishes that Metropolitan Planning Organizations (MPO's) and the States' Transportation Agencies develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the County and the NTTA have requested the State to reimburse the federal allowable percentage of the cost of the operation of the Mobility Assistance Program as described herein, hereinafter called the "Project" or "Courtesy Patrol"; and

WHEREAS, the Project has been designated as a federal-aid project and thus this Agreement shall be made in accordance with Federal Highway Administration (FHWA) procedures and regulations; and

WHEREAS, the State, the County and the NTTA desire to operate an area-wide Mobility Assistance Program for the attainment of national ambient air quality; and

WHEREAS, on the 4<sup>th</sup> day of June, 2002, the County Commissioners Court passed Court Order No 2002 1032, attached hereto and identified as Exhibit "A", authorizing the County's participation in the Project; and

WHEREAS, on the 14<sup>th</sup> day of November, 2001, the NTTA's board passed Resolution No. 01-79, attached hereto and identified as Exhibit "B", authorizing the NTTA's participation in the Project; and

WHEREAS, Title 23 U.S.C. Section 120 establishes that the federal share of funding for Surface Transportation Programs for urbanized areas will not exceed eighty percent (80%) of the Project cost as defined elsewhere in this Agreement; and

WHEREAS, the State will secure the federal cost share and reimburse the County for their appropriate cost associated with the Project as defined elsewhere in this Agreement; and

WHEREAS, on the 28th day of October, 1992, the Texas Transportation Commission passed Minute Order 101588, authorizing the Project through the State Transportation Improvement Program; and

WHEREAS, the State, the County and the NTTA are authorized under the Interlocal Cooperation Act, Government Code Chapter 791, to enter into this Agreement for the purposes defined herein;

## AGREEMENT

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **ARTICLE 1. CONTRACT PERIOD**

This Agreement becomes effective on final execution by the State and shall for a period of one year remain in effect, unless otherwise terminated as hereinafter provided. At the end of the one year, should monies remain, the parties may agree to extend the rights, duties and obligations pursuant to this Agreement by an amendment hereto. Notwithstanding the foregoing, the NTTA's rights and obligations under this Agreement shall commence upon the date described in Article 3.C.3. and not upon the effective date of this Agreement.

### **ARTICLE 2. PROJECT SCOPE**

The State, the County and the NTTA 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, to wit:

- 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.

### **ARTICLE 3. RESPONSIBILITIES**

#### **A. STATE'S RESPONSIBILITIES**

1. The State shall provide management and coordination of the work for the Project. The State's representatives shall drive all the routes during the various shifts and review daily activity logs to ensure motorist assistance and adequate frequency of coverage of each of the parties' highways and roadways is being provided.

2. The State in cooperation with the County and the NTTA have developed an Operation Plan attached hereto and identified as Exhibit "C", and made a part of this Agreement. This Operation Plan includes operating procedures for the Project, including but not limited to the hours of operation, number and duration of shifts and traveled routes for the

operation for the Project dependent upon daily staffing. The State's, the County's and the NTTA's representatives responsible for the Project shall jointly agree upon this information. Without limiting the provisions of Article 5.E. hereof, the responsible representatives from the State, the County and the NTTA shall jointly agree to any modifications to this Operation Plan.

3. The State 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 objectives of the Operation Plan are met. The State will promptly notify the County and the NTTA if the objectives of the Operation Plan are not met.

4. The State shall provide a facility for dispatching the patrollers for the Project. For the duration of this Agreement, the facility shall be the Transportation Management Satellite located at 8015 Churchill Way, Dallas, Texas. The State shall provide access to the State's incident management software, the State radio and Dallas Police Radio to assist with the dispatching of this operation.

5. During the transitional period of hiring and training the necessary personnel to fully staff the Project in accordance with the Operation Plan, State employees will be made available to the County as operators of the Project. These employees will remain on the State's payroll but will be assigned to the operation of the Project.

6. The State shall assist in the formal and on-the-job training for the Project as noted in the Operation Plan.

7. The State shall compile statistics from the daily activity logs for the Project and provide this information to the other parties upon request or as noted in the Operation Plan. The logs and the compiled statistics shall separately track and identify information relating to the State's highways and the NTTA's roadways.

#### **B. COUNTY'S RESPONSIBILITIES**

1. The County shall operate the Courtesy Patrol under direct management and coordination of the State. The County shall employ personnel, provide all equipment and materials, and provide facilities to operate the Project unless noted otherwise hereinbefore.

The County shall not be responsible for the direct costs incurred by the State for the management and coordination of the Project.

2. The County shall provide opportunities, facilities, and documentation, as may be required, to enable the State to carry on suitable, frequent, and complete inspections of materials, equipment and personnel to afford determination by the State that all materials, equipment and personnel are readily available and in good working or operating condition and comply with the requirements of the Operation Plan. Upon notification of the State that the objectives of the Operations Plan are not being met, the County will promptly take corrective measures to rectify the situation.

3. 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.

4. The County shall assist in the formal and on-the-job training for the Project as noted in the Operation Plan.

5. The County shall use reasonable care in fulfilling its obligations and in its use, pursuant to this Agreement, of property or equipment belonging to NTTA or the State. The County will reimburse the State or NTTA for equipment belonging to either party that is destroyed, lost or misplaced by the County.

**C. NTTA'S RESPONSIBILITIES**

1. The NTTA shall communicate and coordinate the NTTA needs with the State to insure adequate coverage of the NTTA roadways.
2. If the NTTA at any time determines that it has adequate space available for assembling and convening patrollers at the start and conclusion of shifts and for parking Courtesy Patrol vehicles, the NTTA will permit the County to utilize same in the operation of the Courtesy Patrol.
3. Notwithstanding anything to the contrary set forth herein, the NTTA's rights and obligations under this Agreement shall not commence until the beginning of the next quarterly billing cycle after seven (7) or more Courtesy Patrol vehicles have been operating for a period of four (4) consecutive weeks on the roadways

covered by this Agreement. The County shall inform the NTTA in writing and NTTA's obligations shall commence as herebefore described.

**ARTICLE 4. PERSONNEL, EQUIPMENT AND MATERIAL**

The County shall use labor and supervisory personnel employed directly by the County, and use County-owned machinery, equipment, and vehicles necessary to meet the objectives of the Project. In the event that the County does not have the necessary machinery, equipment, and vehicles necessary to perform the work, the County will follow applicable federal and state laws, rules, and regulations relating to procurement of goods and services with federal and state funds and accounting for federal and state funds.

The County may use personnel employed by the State to operate the Courtesy Patrol. The personnel will remain on the State's payroll but assist in the training and transition of the Courtesy Patrol Operation to the County.

**ARTICLE 5. COMPENSATION**

A. The maximum amount of this Agreement without modification is \$3,000,000. A cost estimate for the operation of the Project is shown on Exhibit "D," attached hereto and made a part of this Agreement.

B. The State will reimburse 80% of the total costs incurred for the operation of the Project as described in the Operation Plan with federal funds which include all direct and indirect costs. In addition, the State will reimburse 16% of the costs for operating the Project with State matching funds. The NTTA will reimburse 4% of the total costs of operating the Project as described in the Operation Plan as matching funds. The County and the State shall request this payment directly from the NTTA with a copy of the County's request sent to the State for informational purposes. The County shall not be responsible for payment of any direct or indirect costs incurred in the operation of the Project.

C. The State will reimburse the County for properly supported costs incurred under the terms and conditions of this Agreement. Reimbursement will be made by the State 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.

D. The County shall comply with the cost principles established in OMB Circular A-87, "Cost Principles for State and Local Governments."

E. Upon each six (6) months anniversary date of the NTTA's commencement of participation in the Project pursuant to Article 3.C.3., the NTTA may review the daily activity logs maintained pursuant to this Agreement. If the NTTA believes that the logs indicate that the NTTA's roadways have received less or more coverage than indicated on the Operation Plan, the NTTA shall request in writing to the County and the State that the County and State review said logs. Should the County and the State agree with the NTTA after due consideration of the logs, the parties shall negotiate for appropriate modifications to the operation of the Project. Should the parties fail during negotiations to agree to appropriate modifications, the NTTA has the right to terminate its rights, duties and obligations pursuant to this Agreement in accordance with Article 7.

#### **ARTICLE 6. PAYMENTS**

A. The County shall prepare and submit the State's Form 132, "Billing Statement", or other type of invoice acceptable to the State, and to the NTTA a Billing Statement acceptable to the NTTA on a quarterly basis for the operation and materials and/or equipment incurred by the County, which has been accepted by the State.

B. The State shall prepare and submit a Billing Statement for the NTTA, or other type of invoice acceptable to the NTTA, on a quarterly basis for the operation and materials and/or equipment incurred by the State.

C. For costs to be reimbursed by the State, 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

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

North Texas Tollway Authority

Attn: Executive Director

P.O. Box 260729

Plano, Texas 75026

D. 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.

E. The State 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. The State shall send to the NTTA a copy of the State's payment transmittal memorandum when it is sent to the Dallas District Accounting Section.

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.

The NTTA will make payment to the State within forty-five (45) days from receipt of the State's Billing Statement, provided that it is properly prepared, executed, and documented.

F. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. If applicable or necessary, the State 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 the State.

The State is providing 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.

#### **ARTICLE 7. TERMINATION**

A. This Agreement may be terminated by one of the following conditions:

- (1) By mutual agreement and consent of all parties.
- (2) By the State giving written notice to the County and the NTTA as a consequence of failure by the County to satisfactorily perform the services and obligations set forth in this Agreement, with proper allowances being made for circumstances beyond the control of the County.
- (3) By any party, upon thirty (30) days prior written notice to the other.
- (4) Upon completion of the terms of this Agreement.

B. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the parties under this Agreement. If the potential termination of this Agreement is due to the failure of the County to fulfill its contractual obligations as set forth herein, the State will notify the County and the NTTA that possible breach of contract has occurred. The County should make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by both parties.

C. If the NTTA wishes to terminate its duties, obligations and responsibilities under this Agreement, written notification to the State and the County must be received thirty (30) days prior to the termination. Except as provided in Article 7.D. below, termination by the NTTA will extinguish all its duties, obligations, and responsibilities thereafter including any Courtesy Patrol coverage of roadways under the jurisdiction of the NTTA and all the NTTA reimbursement obligations under this Agreement except payment of any monies owed at time of termination. All patrollers who were patrolling the NTTA roadways will be reassigned routes as indicated in the Operation Plan.

D. At the time that the Project ends, all materials and equipment acquired throughout the duration of the Project will be disposed of as directed by TEA-21.

#### **ARTICLE 8. RELATIONSHIP OF THE PARTIES**

The County, the NTTA and the State acknowledge that they are not agents, servants, or employees of the other parties to this Agreement, and that they are responsible for their own acts and deeds and for those of their agents or employees during the performance of this Agreement.

None of the parties hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

## **ARTICLE 9. SUBCONTRACTS**

The County shall not subcontract for Courtesy Patrol or Mobility Assistance Programs with another agency or company to fulfill the terms of this Agreement. The County may contract with other agencies or companies for supplies, equipment maintenance, fuel or other items and services to assist the County in fulfilling the terms of this Agreement.

## **ARTICLE 10. AMENDMENTS**

Changes in the time frame, character, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by all parties.

## **ARTICLE 11. INSURANCE**

The County acknowledges that it is self-insured and the County will provide equivalent coverage and financial responsibility through its self-insurance program as would be required in the State's Certificate of Insurance (Form 1560, latest version) and the County shall maintain its self-insurance in full force and effect for the duration of the Project. During the training period it is anticipated that employees of TxDOT will be passengers or drivers of vehicles owned by the County.

## **ARTICLE 12. SUCCESSORS AND ASSIGNS**

The County shall not assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the State.

## **ARTICLE 13. INSPECTION OF COUNTY'S BOOKS AND RECORDS**

The State shall, in connection with the termination of this Agreement, prior to completion examine the books and records of the County for the purpose of checking the amount of the work performed and/or materials furnished by the County at the time of contract termination. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at their office during the contract period and for four (4) years from the date of final acceptance of the work defined under this Agreement, or until pending litigation or audits are completely resolved. Additionally, the State, FHWA and NTTA and their duly

authorized representatives shall have access to all records of the County which are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

**ARTICLE 14. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 15. GOVERNING LAWS AND VENUE**

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this Agreement must be filed in Travis County, Texas.

**ARTICLE 16. PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**ARTICLE 17. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS**

The County 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 after August 31, 2000.

**ARTICLE 18. PROCUREMENT AND PROPERTY MANAGEMENT STANDARDS**

The County shall adhere to the procurement standards established Title 49 CFR Part 18.36 and the property management standards established in Title 49 CFR Part 18.32.

The County shall maintain procurement standards which meet or exceed the requirements, as appropriate, outlined in the Federal Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments.

**ARTICLE 19. COMPLIANCE WITH LAWS**

The County shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, administration bodies, or tribunals in any

matter affecting the performance of this Agreement, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws, permits and regulations. When required, the County shall furnish the State and the NTTA with satisfactory proof of compliance.

**ARTICLE 20. CIVIL RIGHTS COMPLIANCE**

The County shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**ARTICLE 21. 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 in Department of Labor Regulations (41 CFR 60).

**ARTICLE 22. DEBARMENT CERTIFICATION**

The County is prohibited from making or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The County shall require any party to a subcontract or purchase order awarded under this Agreement as specified in Title 49 of the Code of Federal Regulation, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**ARTICLE 23. SIGNATORY AUTHORITY**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**ARTICLE 24. NOTICES**

All notices to either party by the other party required under this Agreement shall be delivered personally, by facsimile, or sent by U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

For the State:

If delivered personally:

Texas Department of Transportation  
Attention: Director of Transportation Operations  
4777 E. HWY 80  
Dallas, Texas 75150-6643  
Fax: (214) 320-6615

If sent by mail:

Texas Department of Transportation  
Attention: Director of Transportation Operations  
P.O. Box 133067  
Dallas, Texas 75313-3067  
Fax: (214) 320-6615

For the County:

County of Dallas  
Attention: Gary Lindsey  
1512 E. Langdon Road  
Dallas, Texas 75241  
Fax: (972) 225-6118

For the NTTA:

If delivered personally:

North Texas Tollway Authority  
Attention: Executive Director  
5900 West Plano Parkway  
Suite 100  
Plano, Texas 75093  
Fax: (214) 528-4826

If sent by mail:

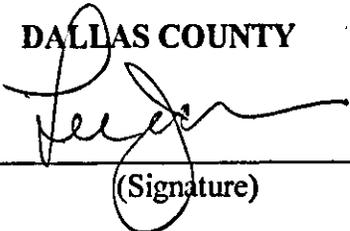
North Texas Tollway Authority  
Attention: Executive Director  
P.O. Box 260729  
Plano, Texas 75026  
Fax: (214) 528-4826

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Any party hereto may change the above address by sending written notice of such change to the other parties in the manner provided herein.

[END OF PROVISIONS]

IN WITNESS WHEREOF, all parties have signed triplicate counterparts of the Agreement.

**DALLAS COUNTY**

By:   
(Signature)

Lee F. Jackson  
(Printed Name)

County Judge  
(Title)

8/16/02  
(Date)

**NORTH TEXAS TOLLWAY AUTHORITY**

By:   
(Signature)

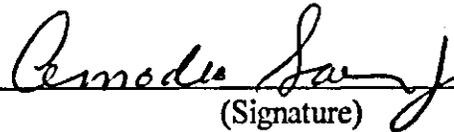
Katharine D. Nees  
(Printed Name)

Deputy Executive Director  
(Title)

8/26/02  
(Date)

**THE STATE OF TEXAS**

Executed by 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.

Executed by:   
(Signature)

Date: 8/30/02

Amadeo Saenz, Jr., Asst Exe  
Dir for Engineering ~~Senior~~ Operations

(Title)

- List of Attachments:**  
Exhibit "A" - County Court Order  
Exhibit "B" - NTTA Resolution  
Exhibit "C" - Operation Plan  
Exhibit "D" - Cost Estimate

**Exhibit "A"**  
**County Court Order**

[to be attached]

COURT ORDER

ORDER NO: 2002 1032

DATE: JUN - 4 2002

RECEIVED IN THE OFFICE OF  
JUN 07 2002  
CHIEF DEPUTY  
DAVID "KIRK" KUYKENDALL

STATE OF TEXAS        §§

COUNTY OF DALLAS    §§

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 4th day of June, 2002, on motion made by John Wiley Price, Commissioner of Dist. #3, and seconded by Mike Cantrell, Commissioner of Dist. #2, the following Order was adopted.

WHEREAS, on May 21, 2002, the Dalles County Commissioners Court was briefed on a recommendation to transfer the operation of the Courtesy Patrol from the Texas Department of Transportation to Dallas County, and

WHEREAS, the Courtesy Patrol Program provides a vital service to the freeway system and has been recommended to be expanded, and

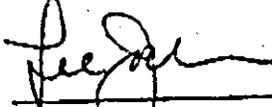
WHEREAS, because of legislative limitations on the number of employee positions with the Texas Department of Transportation it cannot be expanded in its current location; and

WHEREAS, the Dallas County Commissioners Court was advised by the Dallas County Sheriff's Office that the positions related to the Courtesy Patrol will continue to be civilian employees; and

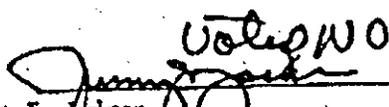
WHEREAS, Dallas County will purchase General Liability, Workers Compensation and Unemployment insurance policies for the Courtesy Patrol program and receive reimbursement for the cost of these policies.

NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court authorizes the transfer of the Courtesy Patrol operations, including eligible personnel and equipment, from the Texas Department of Transportation to the Dallas County Sheriff's Department, approves the creation of new positions at the appropriate salary scale to be determined by Civil Service, 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 for Fiscal Years 2002 and 2003 and authorizes the County Judge to sign all related documents.

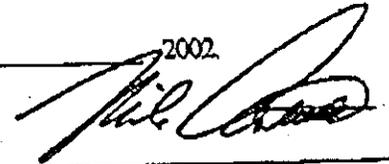
DONE IN OPEN COURT this the 4th day of June, 2002.



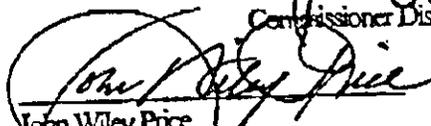
Lee F. Jackson  
County Judge

 Vote 10/0

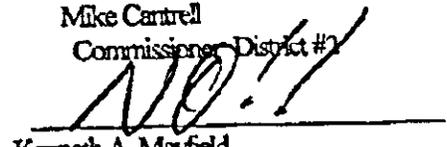
Jim Jackson  
Commissioner District #1



Mike Cantrell  
Commissioner District #2



John Wiley Price  
Commissioner District #3



Kenneth A. Mayfield  
Commissioner District #4

Recommended By: David Kuykendall  
David Kuykendall, Chief Deputy

**Exhibit "A"**  
**County Court Order**

[to be attached]

COURT ORDER

ORDER NO: 2002 1032

DATE: JUN - 4 2002

RECEIVED IN THE OFFICE OF  
JUN 07 2002  
CHIEF DEPUTY  
DAVID "K'RK" KUYKENDALL

16

STATE OF TEXAS        §§

COUNTY OF DALLAS     §§

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 4th day of June, 2002, on motion made by John Wiley Price, Commissioner of Dist. #3, and seconded by Mike Cantrell, Commissioner of Dist. #2, the following Order was adopted.

WHEREAS, on May 21, 2002, the Dallas County Commissioners Court was briefed on a recommendation to transfer the operation of the Courtesy Patrol from the Texas Department of Transportation to Dallas County, and

WHEREAS, the Courtesy Patrol Program provides a vital service to the freeway system and has been recommended to be expanded, and

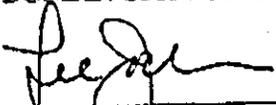
WHEREAS, because of legislative limitations on the number of employee positions with the Texas Department of Transportation it cannot be expanded in its current location; and

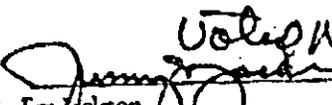
WHEREAS, the Dallas County Commissioners Court was advised by the Dallas County Sheriff's Office that the positions related to the Courtesy Patrol will continue to be civilian employees; and

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.

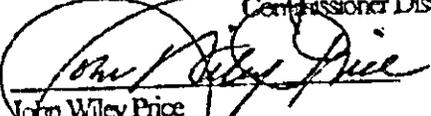
NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court authorizes the transfer of the Courtesy Patrol operations, including eligible personnel and equipment, from the Texas Department of Transportation to the Dallas County Sheriff's Department, approves the creation of new positions at the appropriate salary scale to be determined by Civil Service, 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 for Fiscal Years 2002 and 2003 and authorizes the County Judge to sign all related documents.

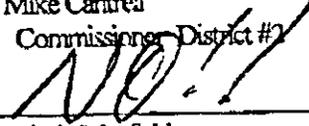
DONE IN OPEN COURT this the 4th day of June, 2002.

  
\_\_\_\_\_  
Lee F. Jackson  
County Judge

  
\_\_\_\_\_  
Jim Jackson  
Commissioner District #1

  
\_\_\_\_\_  
Mike Cantrell  
Commissioner District #2

  
\_\_\_\_\_  
John Wiley Price  
Commissioner District #3

  
\_\_\_\_\_  
Kenneth A. Mayfield  
Commissioner District #4

Recommended By: David Kuykendall  
David Kuykendall, Chief Deputy

**Exhibit "B"**  
**NTTA Resolution**

[to be attached]

**RESOLUTION NO. 01-79**

**A RESOLUTION OF THE NORTH TEXAS TOLLWAY AUTHORITY  
AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION  
AGREEMENT FOR THE MOBILITY ASSISTANCE PROGRAM  
BY AND BETWEEN TXDOT, DALLAS COUNTY AND THE NTTA  
("COURTESY PATROL")**

November 14, 2001

WHEREAS, the North Texas Tollway Authority (the "NTTA") is a regional tollway authority governed by Chapter 366 of the Texas Transportation Code, said Chapter being referred to as the Regional Tollway Authority Act; and

WHEREAS, studies indicate that accidents, vehicle breakdowns and similar incidents significantly increase congestion and impair mobility along high-volume transportation corridors in this region and throughout the state; and

WHEREAS, in an effort to effectively perform incident management and thereby enhance mobility, 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

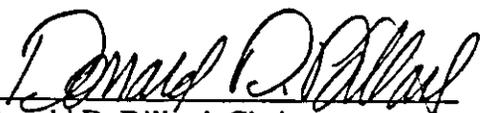
WHEREAS, the County of Dallas (the "County"), the NTTA and TxDOT have determined that it is mutually advantageous to adopt a unified approach to the Program and to share rights, obligations and costs arising in connection with the Program so as to provide those services on a coordinated and cooperative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

WHEREAS, the 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 Regional Tollway Authority Act 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, the County, TxDOT and the NTTA have negotiated a document titled "Surface Transportation Program — Metropolitan Mobility Rehabilitation — Interlocal Cooperation Agreement For The Mobility Assistance Program" (the "Agreement") that specifies the term, scope and operation plan, as well as the allocation of costs and responsibilities, for the Program;

NOW, THEREFORE, BE IT RESOLVED that the NTTA Board of Directors authorizes the Executive Director to execute the Agreement on behalf of the NTTA.

ATTEST:

  
\_\_\_\_\_  
Donald D. Dillard, Chairman

  
\_\_\_\_\_  
Ruby Franklin, Secretary

**Exhibit "C"**  
**Operation Plan**

[to be attached]

## INTRODUCTION

The Dallas District of the Texas Department of Transportation, Dallas County, the North Texas Tollway Authority and the North Central Texas Council of Governments are dedicated to providing the area highways a Courtesy Patrol operation that will operate seven days a week. The highway miles covered are approximately two hundred and ninety-eight centerline miles. The primary function of the patrol is to keep highways operating at the highest level of service possible by assisting stalled motorist and reducing the time the highway is impaired by accidents.

The partnering Agencies are concerned about motorists in distress on the highway, because research has shown that the quicker a stalled vehicle is removed from the highway system, the less likelihood there is of an accident occurring either directly or indirectly as a result. The presence of a stalled vehicle on a high-speed traffic lane of the highway is a real and dangerous traffic hazard, not only to the occupants of the stalled vehicle, but also to those of other approaching vehicles. Our goal is to provide emergency roadside service to those motorists by means of gas, flat tires, water for radiators or minor engine repair, i.e., fan belts or radiator hoses.

The secondary function of the patrol is to provide a travel facility free of hazardous debris and to report needed roadway repairs. The patrol personnel remove damaged guardrail, light standards, signs and other debris from the roadway. During inclement weather they report hazardous highway conditions such as icing and high water.

**COURTESY PATROL**

**OPERATIONS PLAN**

**TABLE OF CONTENTS**

SECTION 1.....COURTESY PATROL OPERATOR POLICIES & PROCEDURES

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SECTION 3.....SAFETY PRECAUTIONS

SECTION 4.....VACATION AND SICK LEAVE

SECTION 5.....D.U.I. MOTORIST POLICY

SECTION 6.....ACCIDENT POLICY

SECTION 7.....STAFFING

SECTION 8.....ROUTES

**SECTION 1**  
**COURTESY PATROL OPERATORS**  
**POLICY AND PROCEDURES**

**PERSONNEL QUALIFICATIONS**

Each Courtesy Patrol vehicle is staffed with one or two individuals, dependant upon the experience of the patrollers. Courtesy Patrollers will demonstrate knowledge of minor vehicle mechanics and first aid procedures. Courtesy Patrollers will be trained in and will adhere to the polices and intent of the Texas Department of Transportation Handbook of Safe Practices.

**INSPECTING ROUTES FOR MAINTENANCE NEEDS**

When driving their assigned routes, the Courtesy Patrollers will inspect signs, signals, pavement markings, illumination, guard rail, etc. and report needed repairs to the appropriate maintenance section personnel. They will also inspect highways during inclement weather and notify the control center dispatcher of ice problems or flooding.

**EQUIPMENT MAINTENANCE**

Each Courtesy Patrol crew will inspect their vehicle and all equipment daily and secure necessary maintenance and replenish items used such as fuel, water and flares.

## **STRANDED MOTORIST POLICY**

1. Courtesy Patrol personnel must **never** pass a stranded motorist, unless they have been dispatched to an accident or lane obstruction.
2. If a stranded motorist is in the roadway, the Courtesy Patrol will get them out of the roadway as safely and quickly as possible.
3. If Courtesy Patrol personnel have stopped to assist a motorist and the motorist has help on the way, the Courtesy Patrol personnel should ask if they would like to call their help again.
4. All Courtesy Patrol personnel must give a survey to everyone they have assisted.

## **PROCEDURES FOR INVESTIGATING STALLED OR IDLE VEHICLE**

When investigating a stalled vehicle and providing the appropriate aid, the Courtesy Patrol personnel response will depend on whether or not the motorist is present and whether or not the vehicle was involved in an accident.

## **DISABLED VEHICLE IN THE TRAVEL LANE**

1. If abandoned, remove the vehicle to the nearest shoulder. Call for another Courtesy Patroller if assistance is needed. If the motorist is with the vehicle, communicate with the motorist and use the laminated copy of the Administrative Code to convince them to let you pull or push the vehicle to the nearest shoulder.
2. If the police are on the scene when the Courtesy Patrol personnel arrive, do not park behind them to help traffic. Position your truck in front of the stalled vehicle and communicate with the officer your intentions and authority to remove the vehicle. If possible, remove the vehicle to the nearest shoulder.

3. If the police will not let you move the vehicle, notify the shift leader immediately. If you are in Dallas and the Dallas Police Department (D.P.D.) is on scene and refuses to let you move the vehicle, call the police dispatcher and request that a supervisor talk to the officer on the scene.
4. If the police cooperate and allow you to move the vehicle to the shoulder, remain with officer on the shoulder to assist in traffic control. Your priority is to open all lanes of the highway.
5. Under the authority of the Transportation Code and Administrative Code you are authorized to move any vehicle or personal property that presents a hazard to the motoring public. If this is not feasible, call the police to assist in the removal of the vehicle or property.
6. Remove vehicles from the travel lanes before assisting with minor repairs. Examples include: furnishing water for radiator, providing gasoline if out of fuel (one gallon limit), assisting in changing or inflating a flat tire or providing a jump start.
7. If repairs on a vehicle are beyond our ability, allow the motorist to use the cellular phone to call a wrecker, service station or other persons. If they have no one to call for assistance, the Courtesy Patrol unit may give them a ride home after notifying the control center dispatcher.

## **PROCEDURES FOR REMOVING OBSTRUCTIONS**

1. If the obstruction is a traffic hazard and cannot be moved, position the truck and cones in an appropriate area separating the obstruction from the motoring public, then notify the control center dispatcher.
2. If the obstruction is a traffic hazard and can be moved, remove it as soon as possible. Under no circumstances should the employee put himself or herself in a high-risk situation when removing debris from the roadway. If the traffic is too heavy, notify the control center dispatcher for assistance from another Courtesy Patrol vehicle. **NOTE:** The

owner of the obstructing item may have a preference as to how it is removed, but his or her preference should only be accommodated if it does not compromise the safety of the public or the employee or unnecessarily keep the lanes closed.

3. When personnel are sent to a stranded motorist call and notice a lane blockage, personnel must notify the dispatcher immediately and remove the lane blockage from the flow of traffic. Courtesy Patrol operators may then proceed to their original call. **A LANE BLOCKAGE IS TOP PRIORITY!**

4. The debris that is removed from the roadway must be left on the shoulder as far from the travel lanes as possible for the maintenance section to pick up. If the item presents a hazard to the traveling public when placed on the shoulder, place cones around it and notify the control center dispatcher.

## **HAZARDOUS MATERIALS**

If a possible hazardous material situation exists in the roadway or in the right-of-way, notify the control center dispatcher. Assist with traffic control around the hazardous material. **Stay away from the hazardous material and let proper personnel take care of the situation.** The shift leader or his assistant will respond to survey the incident and notify the proper maintenance section and the Environmental Department.

## **LANE CLOSURE PROCEDURES**

### **1. Basic lane closure**

Use at least 5 cones or flares per lane, the last cone in the taper must be at least 30 feet from the back of the Courtesy Patrol vehicle. Make a separate taper for each lane with a tangent of at least 3 cones or flares along the lane line.

## 2. **Minor accident**

Make sure that it is a minor accident. Ask if anyone is in need of an ambulance. Check and see if the vehicles are driveable. If the vehicles are not driveable use the Courtesy Patrol truck to move them out of the traffic lanes.

## 3. **Major accident**

Notify the control center dispatcher immediately. Set out the proper traffic control devices (cones, flares), render first aid, protect the accident scene and keep onlookers out of the accident scene.

## 4. **Stranded Motorist (out of fuel)**

Only give enough fuel to get to the nearest gas station (one-gallon limit). Use starting fluid to start the vehicle and keep a fire extinguisher handy. Never use gasoline to prime the carburetor.

## 5. **Stranded motorist (overheated)**

Never open the radiator if the vehicle is overheated. Let the vehicle cool off first. Start the engine before adding water or antifreeze and always use the proper Personnel Protective Equipment (P.P.E.).

## 6. **Stranded Motorist (flat tire)**

Set out the proper safety devices. Check to make sure the motorist has a spare tire for the vehicle. If they do not have a spare tire ask the motorist if they would like to use the phone to call for help or be transported to the nearest tire shop to get a spare tire. If the motorist has a spare tire, check to see if the tire is inflated. Set the vehicle's emergency brake and place the jack in the vehicles recommend lift point. **Never get under a vehicle while it is being supported by a Jack.**

## 7. **Stranded motorist (minor engine repair)**

If the vehicle is blocking a traffic lane, move the vehicle to the shoulder of the road, find out what the problem is and identify if it can be fixed in a short period of time. If it can not be fixed, ask the motorist if they want to call a wrecker, call home or leave the vehicle at the scene. The Courtesy Patrol personnel can transport them to their home or work.

**8. Abandon vehicle**

If the vehicle is left in a traffic lane you are authorized under the Transportation Code to remove the vehicle to the shoulder of the roadway. If this is not possible, notify the control center dispatcher.

**9. Stalled Eighteen Wheeler (In the lane)**

Notify the control center dispatcher immediately. Talk to the driver and find out what is wrong. Find out if the truck can be moved (if the air brakes are not locked). Let the driver call the trucking company.

**10. Vehicle Fire**

Notify the control center dispatcher immediately for notification of the Fire Department. Set up the proper traffic control devices. Try to put out the fire. If the fire is too large, let it burn.

**11. Driving on Shoulder**

Do not exceed 20 miles per hour while driving on the shoulder. Use all lights and emergency equipment while on the shoulder. Use **EXTREME CAUTION** while backing on the shoulder. Use a spotter when possible.

## SECTION 2

### RULES AND REGULATIONS

#### RULES AND REGULATIONS

All Courtesy Patrol personnel will adhere to the following rules and regulations. The only exceptions are noted.

#### PERSONNEL

1. All personnel shall furnish their supervisor and the control center dispatcher with a phone number where they can be reached (off duty and on duty at lunch).
2. All personnel are expected to work their full assigned shift. Once a patroller is put on the schedule to work extra hours such as a bridge demolition or special event, it becomes the patroller's assigned shift. The only exception will be illness or an emergency. Personnel must begin the shift by filling out a Courtesy Patrol vehicle inspection sheet. This procedure should be done at the beginning of the designated shift and should not exceed 15 minutes. Departure time should not exceed 30 minutes after the shift begins, unless repairs are required. **NOTE** If an employee must leave the shift early, the remaining partner shall clean up the patrol vehicle.
3. All personnel reporting more than 20 minutes late that have not called in prior to work will possibly be replaced on that shift at the discretion of the shift leader. If this continues to occur the patroller could face possible disciplinary action. All employees are required to be at work on time.
4. All personnel shall keep each other alert and share duties equally. All patrollers will become knowledgeable of all C.P. duties including paperwork, radio Operations and vehicle Inspections.

5. All personnel shall take a 30-minute lunch break on a 10-hour shift. The lunch break will be assigned for each crew and will be staggered for the entire fleet. All personnel shall notify the control center dispatcher when they go to lunch and when they return from lunch.
6. All personnel shall sign their time sheet when requested by the shift leader or supervisor.
7. All personnel must present a well-groomed personal appearance.
8. Cellular phones are for business use only. Any personal calls must be paid for by the person making the call. Phone abuse will not be tolerated. All phone calls made from and to the truck must be logged. The patrollers assigned to a particular phone will share the cost of the calls not logged.
9. Any paperwork, time sheets, log sheets etc., must be complete and correct when turned in to the shift leader.
10. Each employee is responsible for keeping track of their accumulated sick leave, comp time and vacation time.
11. Employees shall always follow the chain of command. All problems should be resolved at the lowest level possible.
12. No employee shall leave until their shift is over unless allowed or requested to do so by the shift leader. The Assistant Shift Leader can not give approval to leave early.
13. All employees will be assigned uniforms, hand held radios, and required PPE. If any of the assigned items become lost or stolen due to negligence, proper reimbursement for the cost of replacements will be required from the employee.

## **GENERAL RULES**

1. Partners shall be equally responsible for locking all doors and toolboxes of their assigned vehicle at the end of their shift.

2. When a Courtesy Patrol vehicle breaks down, the vehicle operators are responsible for notifying the control center dispatcher, logging the beginning and ending mileage and turning the truck in to the shop.
3. The Assistant shift leader is in charge of the shift when the regular shift leader is not on duty.
4. No unit will park to consume time or return to the shop earlier than 30 minutes prior to the end of their shift.
5. The shift leader is given full responsibility for the shift. If a shift leader is working a different shift, he carries the same authority and responsibility as the regular shift leader.
6. No personnel shall accept tips or they will face immediate termination.
7. Courtesy Patrollers shall share the driving duties on a daily basis. Each patroller shall drive for no more than 5 hours during a 10-hour shift.

#### **SAFETY and PERSONAL PROTECTIVE EQUIPMENT**

1. When transporting motorist, patrollers must notify the dispatcher and shift leader with their beginning and ending mileage.
2. All personnel shall wear a hard hat. This means when working with a stranded motorist, working an accident or removing debris from roadway.
3. All Courtesy Patrol personnel must wear seat belts at all times.
4. Protective eyewear is a safety equipment item to be worn at all times. **NOTE:** if an employee's vision is impaired by the protective eyewear, the protective eyewear may be removed.
5. Each employee is required to bring all necessary equipment, uniforms and personal safety equipment to work each day. If an employee forgets to bring required equipment to work, they will be charged with their own time to go home and get the equipment. **NOTE** Each employee will be assigned a locker to keep their equipment. The employee will be

responsible for ensuring all their equipment is secured.

### **Operating Hours**

Monday through Friday 4:30 a.m. to 3:00 p.m.

Monday through Friday 1:30 p.m. to 12:00 a.m.

Saturday and Sunday 8:00 a.m. to 6:30 p.m.

### **ROUTES**

The Courtesy Patrol operates on all state control access highways in Dallas County with partial coverage in Denton, Collin, and Rockwall counties. The Courtesy Patrol also operates on the Dallas North Tollroad and the President George Bush Tollway. The routes are determined by traffic volumes and congestion, and will change periodically due to changes in traffic conditions. Section 8 shows the routes to be covered with five through ten trucks operating at one time.

### **HOLIDAYS**

Courtesy Patrol operates on all holidays except Christmas day and Thanksgiving day. The following holidays will operate a reduced staff; New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, the day after Thanksgiving, Christmas Eve and the day after Christmas.

## SECTION 3

### SAFETY PRECAUTIONS

#### SAFETY PRECAUTIONS

Courtesy Patrol work exposes employees and equipment to the risk of accidents. For this reason, those who do this work must have proper training, the correct equipment, follow established safety rules, and exercise sound judgement. The Occupational Safety Manual requires that each Courtesy Patroller be issued a copy of the HBSP. In addition to the general safety rules, Courtesy Patrollers will observe the following special rules and precautions.

1. **Never turn your back on the traffic! Walk backwards when walking the same direction that the traffic is moving.**
2. Consider the personal safety of yourself and those you are assisting first in all situations.
3. When conditions permit, keep yourself and your equipment clear of open traffic lanes. Position people and equipment so that the maximum sight distance is given to oncoming motorists.
4. Always have an escape route from the traffic.
5. When working an accident, do not set up at the bottom of a hill or in the blind spot of a curve. If you can not set up in a safe position, ask your partner to find a safe position in advance of the blind spot to warn traffic with a safety flag during daylight hours or set out flares at night.

6. When working an accident on a bridge that has ice on its surface, do not set up on or past the bridge. Set up in advance of the bridge if possible. If you have to set up on or past the bridge, call another truck for assistance.
7. Always be aware of the location and activities of other patrollers at the scene.
8. If approaching an accident which is a number of lanes from the Courtesy Patrol truck, and the driver deems it unsafe to make multiple lane changes in a short distance, drive to the next exit and turn around to approach the accident from the appropriate lane.
9. If personnel come up on an abandoned vehicle in the roadway, set out cones or flares, if possible. Under the Transportation Code the vehicle can be moved to the shoulder of the road. If the vehicle can not safely be removed, call the control center dispatcher and remain at the scene until the vehicle is removed.
10. When assisting a motorist, do not stand on the traffic side of the vehicle.
11. Use all vehicle warning lights and signaling devices when stopped.
12. Use advanced warning devices, flares, flags, cones and arrowboard, when stopped on the travel lanes.
13. Never position the Courtesy Patrol vehicle with the front of the vehicle facing oncoming traffic.
14. Always wear Personal Protective Equipment consisting of uniform, gloves, safety glasses, hard hat and steel toe shoes when doing work outside the truck.
15. Whenever possible, position one crew member to warn oncoming traffic with flags, flashlight with red wand or flares and signal other Courtesy Patrollers if they are in danger.
16. When assisting a motorist with a flat tire on the traffic side of the vehicle, move the vehicle as far from the lane as possible before changing the flat. Set out cones or flares

**If the vehicle is involved in an accident, observe the following procedures**

1. If the vehicle presents a traffic hazard, stop far enough behind the accident that a

taper of at least 100 ft., consisting of 5 cones positioned in each lane that is blocked. Drive the Courtesy Patrol vehicle to a position **within the cone line** that allows the maximum use of the trucks arrowboard. **NOTE:** Different roadways and minor accidents may call for other action.

2. If there are injuries, notify the police by radio or call 911 and provide assistance to the injured if possible. If there are fatalities, do not move the bodies. Emergency medical services and the medical examiner will handle the situation. **NOTE:** Use latex gloves and CPR mask that is located in the first aid kit in applicable situations.

3. **UNDER NO CIRCUMSTANCES** should personnel stand behind the truck or in the taper point.

## **SECTION 4**

### **VACATION AND SICK LEAVE POLICY**

#### **VACATION AND SICK LEAVE POLICY**

1. All personnel shall notify the shift leader or Courtesy Patrol Supervisor at least four hours prior to their shift if they are going to be off sick.
2. Personnel taking sick leave are required to bring a doctors release anytime their sick leave exceeds three days.
3. Shift leader and Courtesy Patrol Supervisor may request a doctors release any time there is reason to suspect sick leave is being abused.
4. Vacation request will be approved or denied by the shift leader.

## **SECTION 5**

### **D.U.I. MOTORIST POLICY**

#### **D.U.I. MOTORIST POLICY**

1. If personnel come up on a suspected D.U.I. (Driving under the Influence) motorist, record the license plate number, the motorist's location and report to the control center dispatcher. Personnel may stay with the suspected D.U.I. motorist as long as they are on their route and are not exceeding the posted speed limit. If the suspected D.U.I. motorist exits to a city street or off the route, personnel shall not follow them. Give the control center dispatcher the motorist's last location and continue on the route.
2. Courtesy Patrol personnel shall not pull over a suspected D.U.I. motorist or harass them in anyway.

## **SECTION 6**

### **ACCIDENT POLICY**

#### **ACCIDENT POLICY**

#### **THIRD PARTY ACCIDENTS**

1. A third party accident is defined as an accident in which an employee is involved and someone else is involved who is not an employee. This type of accident shall be reported to the shift leader immediately.
2. No written or other statements are to be given by employees except to representatives of the liability insurance carrier.
3. Injured employees shall not sign a release for third party insurance carriers until after consulting with a representative of the Occupational Safety Division. This procedure is necessary to make certain the interests of the employee and the department are protected.

#### **PROCEDURES AT TRAFFIC ACCIDENT SCENES**

1. Protect the accident scene by whatever means is available to prevent additional accidents and injuries.
2. Notify the control center dispatcher.
3. Render all reasonable aid to the injured, law enforcement officers, and other authorized persons at the accident scene.
4. Permit any competent person to use the first aid kit and fire extinguisher.
5. If needed, call an ambulance.

## **SAFETY/DISCIPLINARY ACTION**

The process of placing an employee on probation for at fault vehicle accidents is as follows.

1. The supervisor can place the employee on probation at the time of the accident. After the Safety Committee meets, if it is decided that probation is warranted, the probation period will begin from the date of the accident.
2. If an employee is currently on probation for a previous accident, the supervisor should automatically suspend driving privileges until the Safety Committee meets.

## **PREVENTABLE VEHICLE ACCIDENTS**

The following policy will assist in controlling and reducing preventable vehicle accidents. This policy will impose disciplinary action against those employees who are involved in preventable accidents that are a direct result of employee negligence.

### **FIRST PREVENTABLE ACCIDENT:**

After an employee is deemed responsible for his first preventable accident, the employee will be placed on six months probation during which time the employee will be excluded from receiving a merit raise or a promotion.

### **SECOND PREVENTABLE ACCIDENT:**

After an employee is deemed responsible for his second preventable accident, the employee will be placed on three days suspension without pay and be placed on 12-month probation, during which time the employee will be excluded from receiving a merit raise or a

promotion. The accident is considered a second accident if the accident occurs within 2 years of the first accident.

**THIRD PREVENTABLE ACCIDENT:**

After an employee is deemed responsible for his third preventable accident, the employee will receive a one step demotion lasting two years and be placed on 12-month probation. The accident is considered a third accident if the accident occurs within 2 years of the second accident.

**FOURTH PREVENTABLE ACCIDENT:**

After an employee is deemed responsible for his fourth preventable accident, the employee will be terminated, if considered appropriate, by the Safety Committee). The accident is considered a fourth accident if the accident occurs within 2 years of the third accident.

## **SECTION 7**

### **STAFFING**

#### **STAFFING**

The Courtesy Patrol will be staffed with fifty-three employees, comprised of one Courtesy Patrol Supervisor, one Assistant Courtesy Patrol Supervisor, three shift leaders, one administrative assistant, one maintenance technician and forty-six patrollers.

#### **COURTESY PATROL SUPERVISOR**

The Courtesy Patrol Supervisor is responsible for all operational aspects of the Courtesy Patrol.

#### **ASSISTANT COURTESY PATROL SUPERVISOR**

The Assistant Courtesy Patrol Supervisor will assist the supervisor in oversee the Courtesy Patrol operation and during the supervisors absence will act as the Supervisor.

#### **SHIFT LEADERS**

Shift leaders are responsible for all Courtesy Patrol operations and personnel of their appointed shift.

#### **ADMINISTRATIVE ASSISTANT**

The Administrative Assistant is responsible for all administrative duties associated with the Courtesy Patrol Operation.

#### **MAINTENANCE TECHNICIAN**

The Maintenance Technician is responsible for the upkeep and maintenance of all Courtesy Patrol vehicles

#### **COURTESY PATROLLERS**

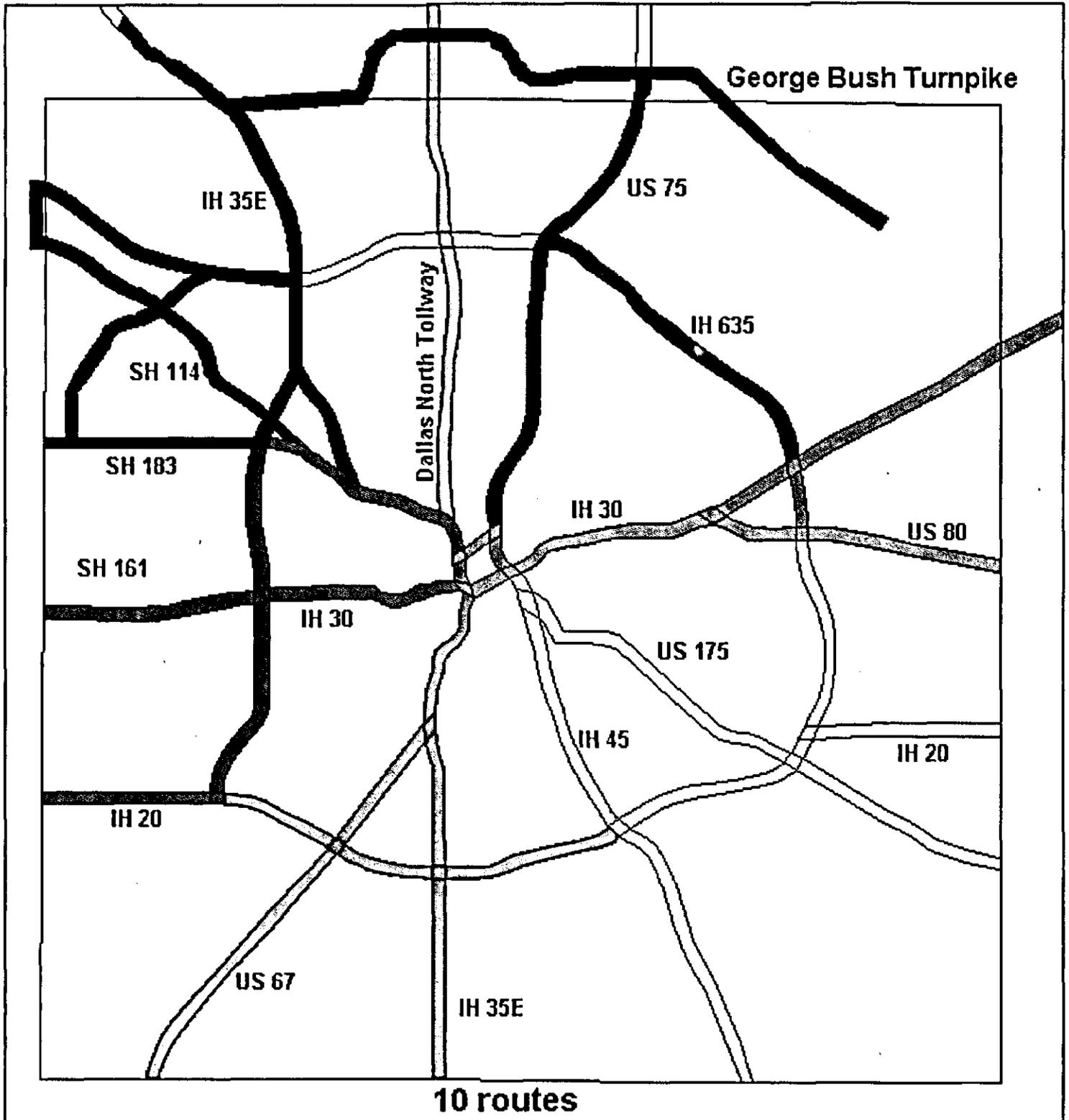
The Courtesy Patrollers are responsible patrolling the highways in the Dallas area responding to events which can endanger the traveling public.

**SECTION 8**

**ROUTES**

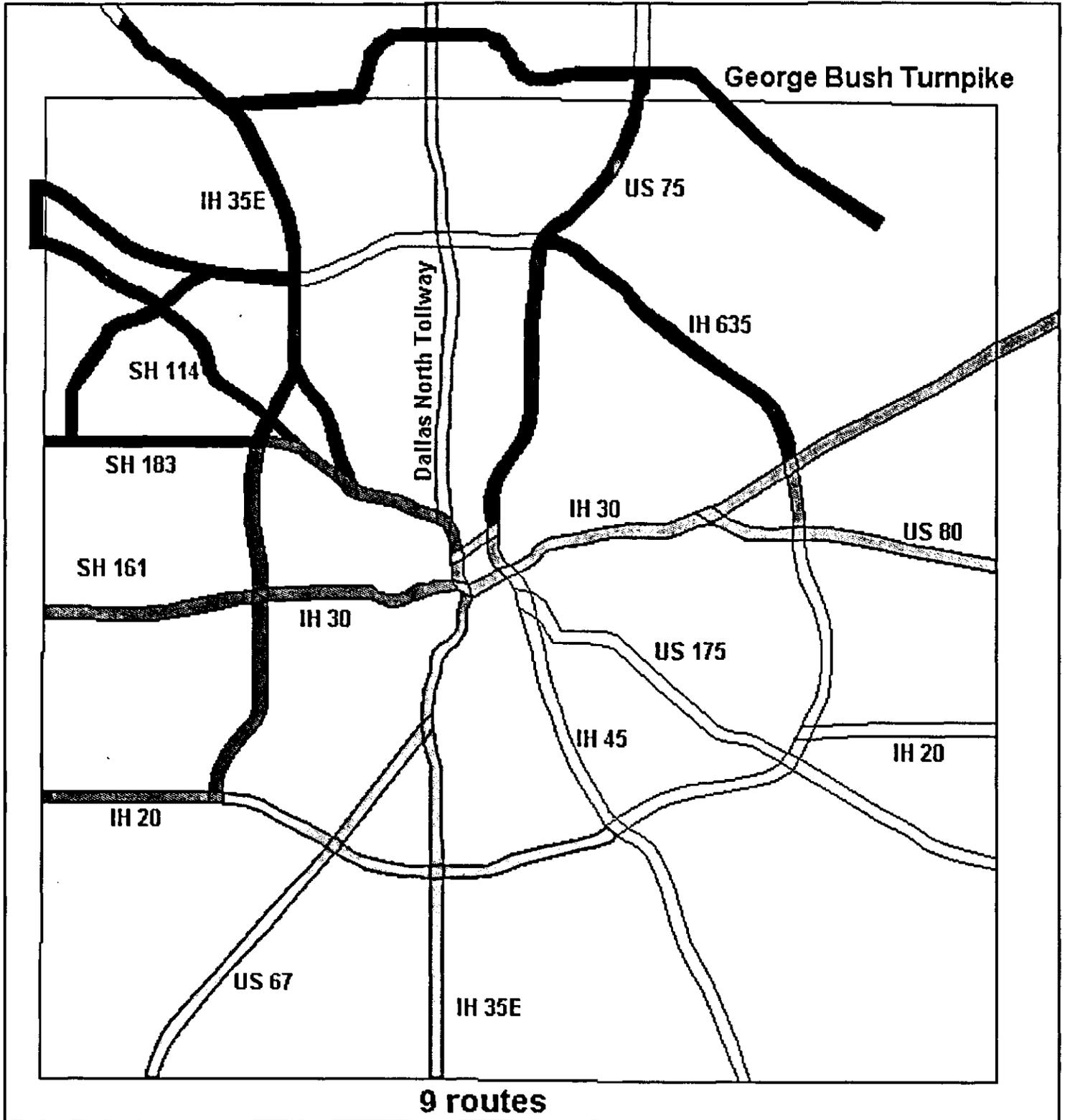
# Courtesy Patrol Routes

Mon. thru Fri. 4:30 a.m. to 12:00 a.m.



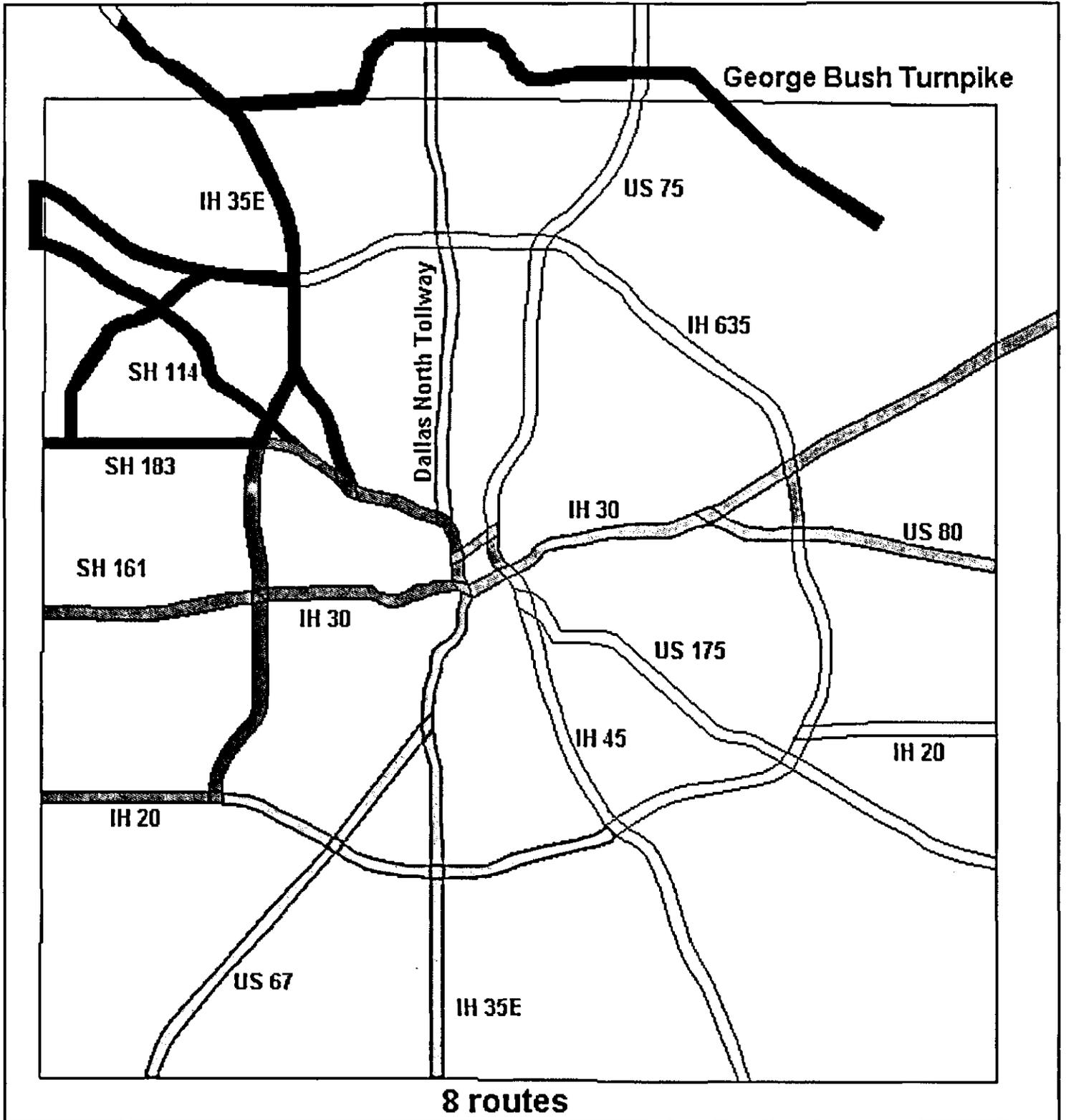
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Mon. thru Fri. 4:30 a.m. to 12:00 a.m.



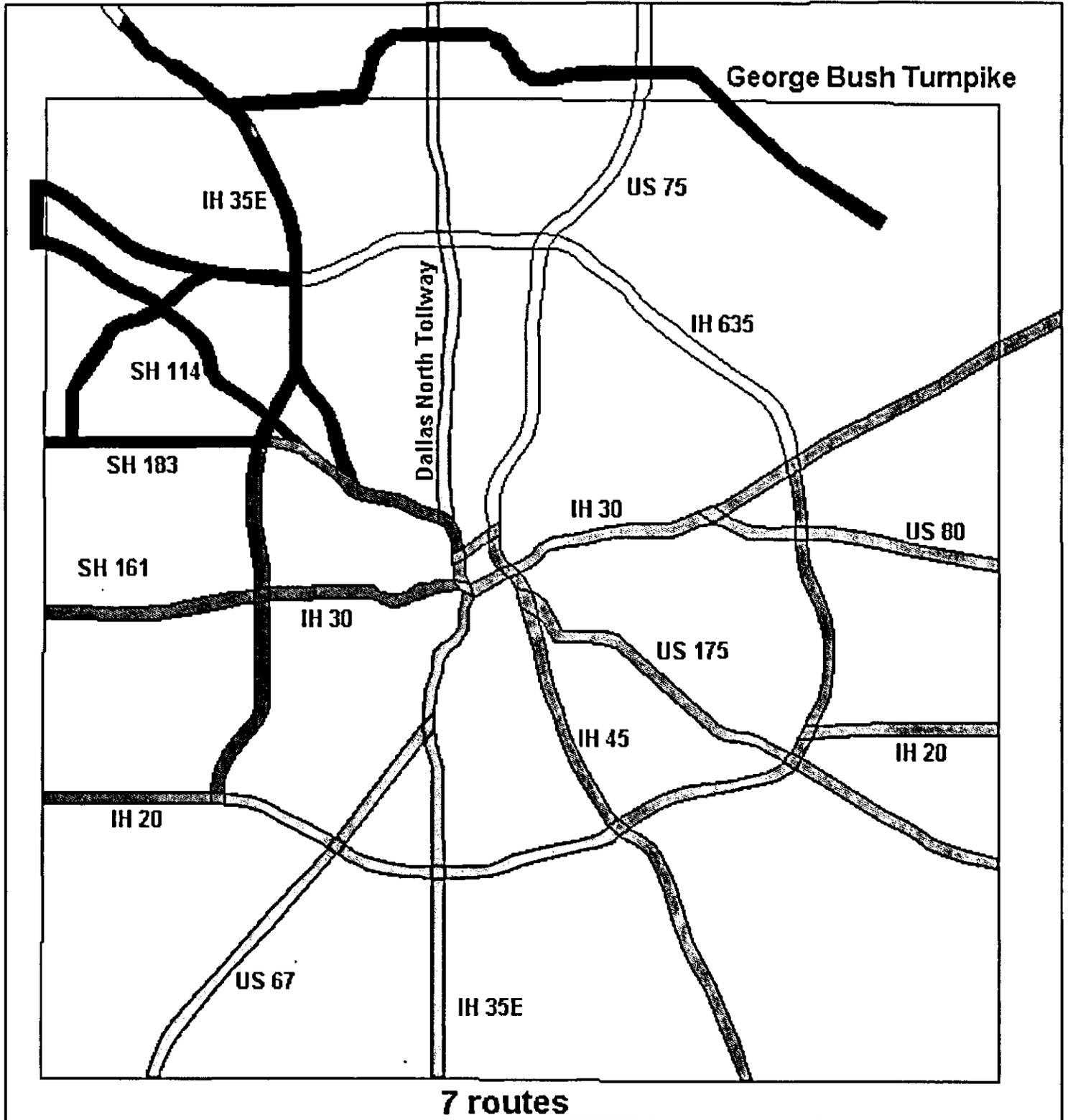
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Mon. thru Fri. 4:30 a.m. to 12:00 a.m.



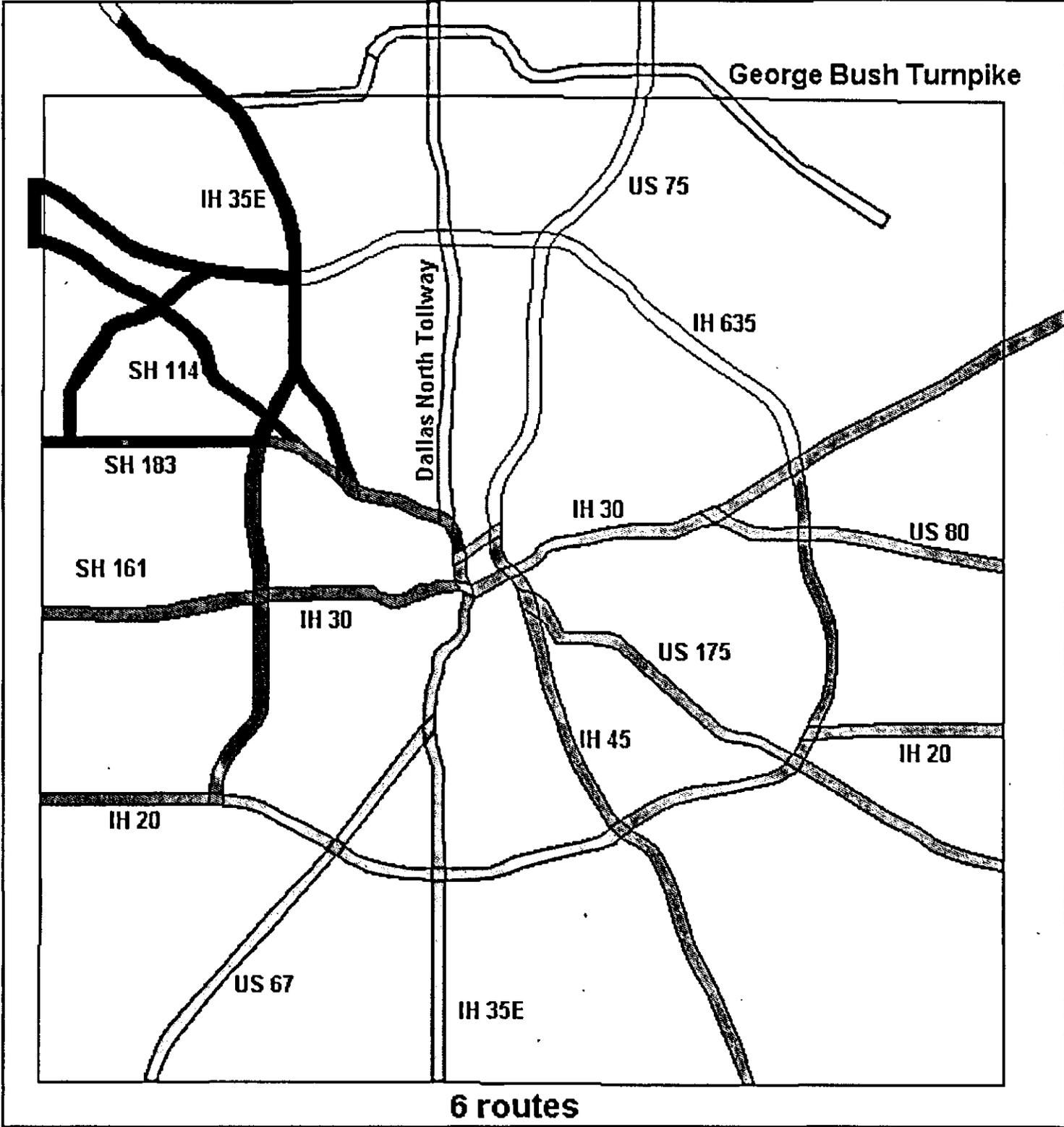
# Courtesy Patrol Routes

Mon. thru Fri. 4:30 a.m. to 12:00 a.m.



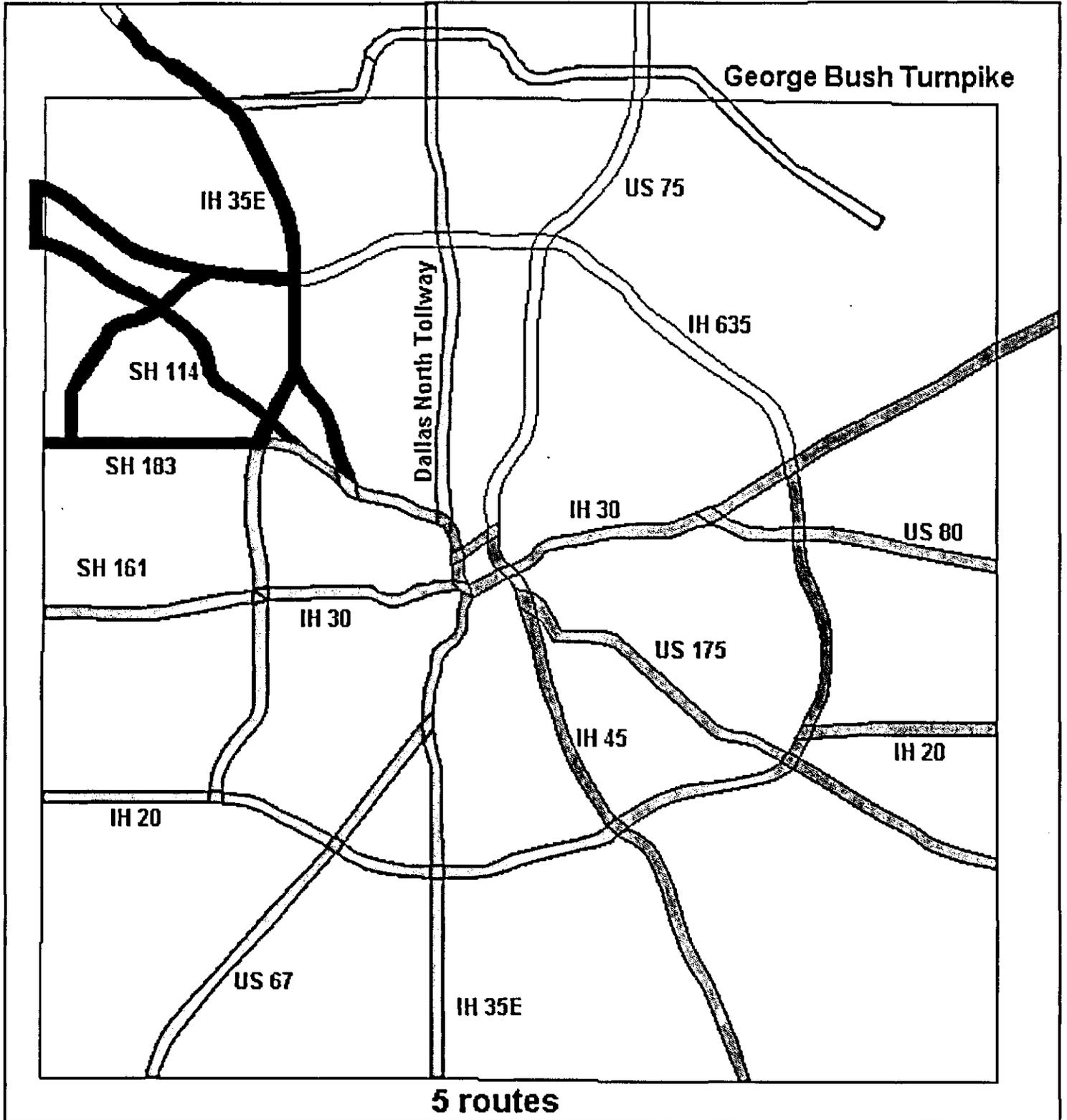
# Courtesy Patrol Routes

Mon. thru Fri. 4:30 a.m. to 12:00 a.m.



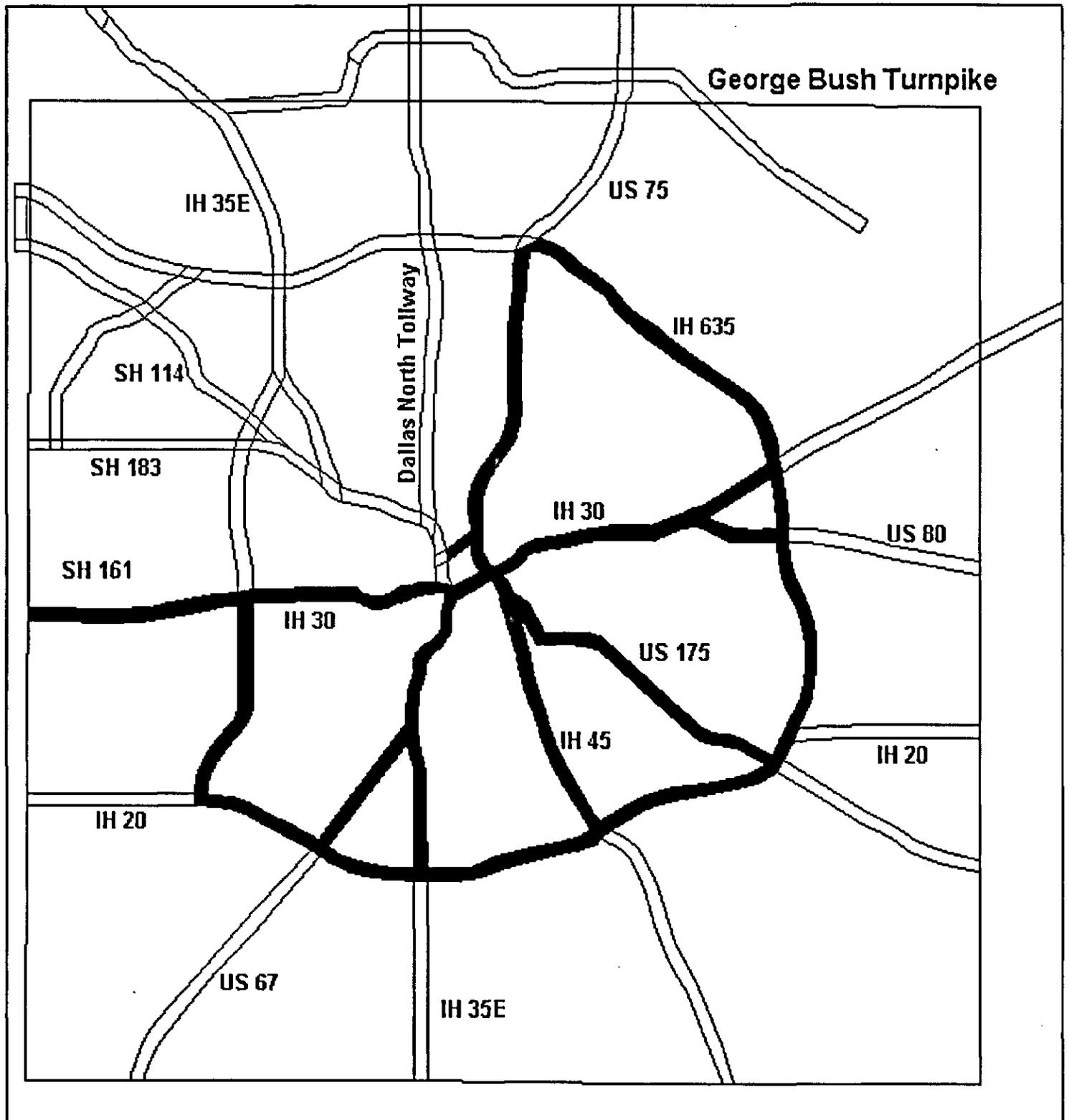
# Courtesy Patrol Routes

Mon. thru Fri. 4:30 a.m. to 12:00 a.m.



# Courtesy Patrol Routes

Weekends 8:00 a.m. to 6:30 p.m.



**Exhibit "D"**  
**Cost Estimate**

[to be attached]

**FY 2002 Proposed Courtesy Patrol Budget**  
**September 1, 2002 Start Date**

**Personnel**

**Extension**

<b>Courtesy Patrol Officers existing - 8 (1 months)</b>		<b>Salary</b>
Salary (average)	\$1,963	16 <b>\$31,408</b>
Social Security 7.65%	\$2,403	
Retirement - 7%	\$2,199	
Health Insurance	\$654	
	<b>\$5,255</b>	<b>\$36,663</b>

<b>Courtesy Patrol Officers new -8</b>		
	(months)	monthly salary
Salary monthly (average)		
8 employees @ 2 months	8	\$1,668
total months worked	8	<b>\$13,344</b>

Social Security 7.65%	\$1,021	
Retirement - 7%	\$934	
Health Insurance	\$2,660	
	<b>\$4,615</b>	<b>\$17,959</b>

<b>Supervisor (TxDOT)</b>		
Salary	\$3,111	
Social Security	\$0	
Retirement	\$0	
Health Insurance	\$0	
	<b>\$3,111</b>	<b>\$3,111</b>

<b>Assistant Supervisor (TxDOT)</b>		
Salary	\$2,330	
Social Security	\$0	
Retirement	\$0	
Health Insurance	\$0	
	<b>\$2,330</b>	<b>\$2,330</b>

<b>Shift Leaders - 3 (TxDOT)</b>		
Salary	\$2,221	
Social Security	\$0	
Retirement	\$0	
Health Insurance	\$0	
	<b>\$2,221</b>	<b>\$6,663</b>

<b>Administrative Assistant (TxDOT)</b>		
Salary	\$1,716	
Social Security	\$0	
Retirement	\$0	
Health Insurance	\$0	
	<b>\$1,716</b>	<b>\$1,716</b>

<b>Maintenance Technician (TxDOT)</b>		
Salary	\$1,621	
Social Security	\$0	
Retirement	\$0	
Health Insurance	\$0	
	<b>\$1,621</b>	<b>\$1,621</b>

Overtime	\$500
County Salary	\$44,752
TxDOT Salary	\$15,441
Total Salary	\$60,693
Total Benefits	\$9,870
Total Personnel Costs	<b>\$70,563</b>

**Operational Costs**

Cell Phones	\$2,000
Vehicles	\$290,000
Fuel and maintenance	\$20,000
Hardware supplies	\$10,000
Office Supplies	\$4,000
Radios	\$71,500
<b>Total</b>	<b>\$397,500</b>

**Misc. Costs**

Uniforms	\$6,000
Flares	\$7,000
Antifreeze	\$2,000
Absorbent	\$5,000
<b>Total</b>	<b>\$20,000</b>

**Insurance Costs**

**Salary**

Worker's Comp	\$5.60/\$100 of salary	\$45,252	\$2,561
Auto	\$495 per vehicle	10 veh.	\$4,950
General Liability	\$12/\$100 of salary	\$45,252	\$5,430
Garage Keeper	\$2,000		\$2,000
<b>Total</b>			<b>\$14,942</b>

Total Operational Cost **\$432,442**

Total Personnel Costs **\$70,563**

Indirect Costs (19.45% of Total Salary) **\$8,802**

Total First Year Budget **\$511,806**

NTTA share (4%)	\$0.00
TxDOT share (20%)	\$102,361
Total TxDOT share - TxDOT Salary	\$86,920

**NCTCOG share (80%)(Federal funds) \$409,445**

Note: the seven positions noted as TxDOT will have Social Security, Retirement and Health Insurance paid from separate accounts which will not need to be reimbursed, therefore a \$0 value is shown for these items.

# FY 2003 Proposed Courtesy Patrol Budget

Personnel	Extension	
<b>Courtesy Patrol Officers existing - 8</b>		
Months	Salary	
Salary (average)	\$1,963	96 \$188,448
Social Security 7.65%	\$14,416	
Retirement - 7%	\$13,191	
Health Insurance	\$31,920	
	\$59,528	\$247,976
<b>Courtesy Patrol Officers new - 20</b>		
(months)	monthly salary	
Salary monthly (average)		
8 employees @ 12 months	96 \$1,668	\$160,128
8 employees @ 2 months	\$1,800	\$0
6 employees @ 9 months	54 \$1,668	\$90,072
6 employees @ 5 months	30 \$1,668	\$50,040
total months worked	180	\$300,240
Social Security 7.65%	\$22,968	
Retirement - 7%	\$21,017	
Health Insurance	\$59,850	
	\$103,835	\$404,075
<b>Supervisor</b>		
Salary	\$37,332	\$37,332
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
		\$37,332
<b>Assistant Supervisor</b>		
Salary	\$27,960	\$27,960
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
		\$27,960
<b>Shift Leaders - 3</b>		
Salary	\$26,652	\$26,652
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
	\$0	\$79,956
<b>Administrative Assistant</b>		
Salary	\$20,592	\$20,592
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
		\$20,592
<b>Maintenance Technician</b>		
Salary	\$19,452	\$19,452
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
		\$19,452
Overtime		\$12,000
County Salary		\$488,688
TxDOT Salary		\$185,292
Total Salary		\$685,980
Total County Benefits		\$163,363
Total Personnel Costs		\$849,343

Operational Costs	
Cell Phones	\$3,000
Vehicles (10)	\$260,000
Fuel and maintenance	\$125,000
Hardware supplies	\$30,000
Office Supplies	\$10,000
Radios	\$71,500
Total	\$504,500

Misc. Costs	
Uniforms	\$10,000
Flares	\$7,000
Antifreeze	\$2,000
Absorbent	\$5,000
Total	\$24,000

Insurance Costs		Salary	
Worker's Comp	\$5.66/\$100 of salary	\$500,688	\$28,339
Auto	\$495 per vehicle	20 veh.	\$9,900
General Liability	\$12/\$100 of salary	\$500,688	\$60,083
Garage Keeper	\$2,000		\$2,000
Total			\$100,322

Total Operational Cost	\$628,822	
Total Personnel Costs	\$849,343	
Indirect Costs (19.45% of Total Salary)	\$97,384	
Second Year Budget	\$1,575,548	2 year budget
First Year Budget	\$511,806	\$2,087,354
NCTCOG share (80%) FY 03	\$1,260,438	
NCTCOG share (80%) FY 02	\$409,445	
Total NCTCOG share	\$1,669,883	
NTTA share (4%)	\$0	
NTTA share (4%)	\$0	
Total NTTA share	\$0	
TxDOT share (20%) FY 03	\$315,110	
TxDOT share (20%) FY 02	\$102,361	
Total TxDOT share	\$417,471	
Total TxDOT share - TxDOT Salary FY 03	\$232,179	
Total TxDOT share - TxDOT Salary FY 02	\$15,441	
Net TxDOT	\$169,851	

## FY 2004 Proposed Courtesy Patrol Budget

Personnel	Extension	
<b>Courtesy Patrol Officers existing - 8</b>		
Salary (average)	\$2,125	96
Social Security 7.65%	\$15,606	
Retirement - 7%	\$14,280	
Health Insurance	\$31,920	
	\$61,806	\$265,806
<b>Courtesy Patrol Officers new - 32</b>		
	(months)	monthly
Salary monthly (average)		salary
8 employees @ 12 months	96	\$1,800
		\$172,800
6 employees @ 12 months	72	\$1,800
		\$129,600
6 employees @ 12 months	72	\$1,668
		\$120,096
6 employees @ 12 months	72	\$1,668
		\$120,096
6 employees @ 8 months	48	\$1,668
		\$80,064
6 employees @ 3 months	18	\$1,668
		\$30,024
total months worked	378	\$652,680
Social Security 7.65%	\$49,930	
Retirement - 7%	\$45,688	
Health Insurance	\$125,685	
	\$221,303	\$221,303
<b>Supervisor</b>		
Salary	\$37,332	\$37,332
Social Security	\$2,856	
Retirement	\$2,613	
Health Insurance	\$3,990	
	\$9,459	\$9,459
<b>Assistant Supervisor</b>		
Salary	\$32,136	\$32,136
Social Security	2,458	
Retirement	2,250	
Health Insurance	3,990	
	\$8,698	\$8,698
<b>Shift Leaders - 3</b>		
Salary	\$27,516	\$82,548
Social Security	6,315	
Retirement	5,778	
Health Insurance	11,970	
	\$24,063	\$24,063
<b>Administrative Assistant</b>		
Salary	\$21,816	\$21,816
Social Security	1,669	
Retirement	1,527	
Health Insurance	3,990	
	\$7,186	\$7,186
<b>Maintenance Technician</b>		
Salary	\$19,452	\$19,452
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
	\$19,452	\$19,452
Overtime		\$20,000
County Salary		\$1,030,512
TxDOT Salary		\$19,452
Total Salary		\$1,069,964
Total County Benefits		\$332,515

Operational Costs	
Cell Phones	\$15,000
Vehicles (10)	\$260,000
Fuel and maintenance	\$125,000
Hardware supplies	\$30,000
Office Supplies	\$10,000
Radios	\$0
<b>Total</b>	<b>\$440,000</b>

Misc. Costs	
Uniforms	\$20,000
Flares	\$10,000
Antifreeze	\$4,000
Absorbent	\$8,000
<b>Total</b>	<b>\$42,000</b>

Insurance Costs		Salary	
Worker's Comp	\$5.66/\$100 of salary	\$1,050,512	\$59,459
Auto	\$495 per vehicle	22 veh	\$10,890
General Liability	\$12/\$100 of salary	\$1,050,512	\$126,061
Garage Keeper	\$2,000		\$2,000
<b>Total</b>			<b>\$198,410</b>

Total Operational Cost **\$680,410**

Total Personnel Costs **\$1,402,479**

Indirect Costs (19.45% of Total Salary) **\$204,325**

Total FY 2004 Budget **\$2,287,214**

NCTCOG share (80%) FY 04 **\$1,829,771**

NTTA share (4%) FY 04 **\$91,489**

Total TxDOT share (20%) FY 04 **\$457,443**

## FY 2005 Proposed Courtesy Patrol Budget

Personnel	Extension	
<b>Courtesy Patrol Officers existing - 8</b>		
Months	96	Salary
Salary (average)	\$2,228	\$213,888
Social Security 7.65%	\$16,362	
Retirement - 7%	\$14,972	
Health Insurance	\$31,920	
	<b>\$63,255</b>	<b>\$277,143</b>
<b>Courtesy Patrol Officers new - 38</b>		
(months)	monthly	monthly
Salary (average)	salary	
8 employees @ 12 months	96	\$1,963 \$188,448
6 employees @ 12 months	72	\$1,963 \$141,336
6 employees @ 12 months	72	\$1,800 \$129,600
6 employees @ 12 months	72	\$1,800 \$129,600
6 employees @ 12 months	72	\$1,800 \$129,600
6 employees @ 12 months	72	\$1,668 \$120,096
total months worked	456	\$838,680
Social Security 7.65%	\$64,159	
Retirement - 7%	\$58,708	
Health Insurance	\$151,620	
	<b>\$274,487</b>	<b>\$274,487</b>
<b>Supervisor</b>		
Salary	\$38,196	\$38,196
Social Security	\$2,922	
Retirement	\$2,674	
Health Insurance	\$3,990	
	<b>\$9,586</b>	<b>\$9,586</b>
<b>Assistant Supervisor</b>		
Salary	\$32,136	\$34,368
Social Security	2,629	
Retirement	2,406	
Health Insurance	3,990	
	<b>\$9,025</b>	<b>\$9,025</b>
<b>Shift Leaders - 3</b>		
Salary	\$29,616	\$88,848
Social Security	6,797	
Retirement	6,219	
Health Insurance	11,970	
	<b>\$24,986</b>	<b>\$24,986</b>
<b>Administrative Assistant</b>		
Salary	\$21,816	\$21,816
Social Security	1,669	
Retirement	1,527	
Health Insurance	3,990	
	<b>\$7,186</b>	<b>\$7,186</b>
<b>Maintenance Technician</b>		
Salary	\$19,452	\$19,452
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
	<b>\$19,452</b>	<b>\$19,452</b>
Overtime		\$20,000
County Salary		\$1,235,796
TxDOT Salary		\$19,452
Total Salary		\$1,275,248
Total County Benefits		\$388,524
Total Personnel Costs		<b>\$1,663,772</b>

Operational Costs	
Cell Phones	\$15,000
Vehicles (10)	\$260,000
Fuel and maintenance	\$125,000
Hardware supplies	\$30,000
Office Supplies	\$10,000
Radios	\$0
Total	<b>\$440,000</b>

Misc. Costs	
Uniforms	\$20,000
Flares	\$10,000
Antifreeze	\$4,000
Absorbent	\$8,000
Total	<b>\$42,000</b>

Insurance Costs			
		Salary	
Worker's Comp	\$5.66/\$100 of salary	\$1,255,796	\$71,078
Auto	\$495 per vehicle 22 veh		\$10,890
General Liability	\$12/\$100 of salary	\$1,255,796	\$150,696
Garage Keeper	\$2,000		\$2,000
Total			<b>\$234,664</b>

Total Operational Cost **\$716,664**

Total Personnel Costs **\$1,663,772**

Indirect Costs (19.45% of Total Salary) **\$244,252**

Total FY 2005 Budget **\$2,624,688**

NTCCOG share (80%) FY 05 **\$2,099,750**

NTTA share (4%) FY 05 **\$104,988**

Total TxDOT share (20%) FY 05 **\$419,950**

## FY 2006 Proposed Courtesy Patrol Budget

Personnel		Extension	
<b>Courtesy Patrol Officers existing - 8</b>			
Salary (average)	\$2,448	96	\$235,008
Social Security 7.65%	\$17,978		
Retirement - 7%	\$16,451		
Health Insurance	\$31,920		
	\$66,349		\$301,357
<b>Courtesy Patrol Officers new - 38</b>			
Salary monthly (average)	(months)	monthly salary	
8 employees @ 12 months	96	\$2,125	\$204,000
6 employees @ 12 months	72	\$2,125	\$153,000
6 employees @ 12 months	72	\$1,963	\$141,336
6 employees @ 12 months	72	\$1,963	\$141,336
6 employees @ 12 months	72	\$1,963	\$141,336
6 employees @ 9 months	72	\$1,800	\$129,600
<b>total months worked</b>	<b>456</b>		<b>\$910,608</b>
Social Security 7.65%	\$69,662		
Retirement - 7%	\$63,743		
Health Insurance	\$151,620		
	\$285,024		\$285,024
<b>Supervisor</b>			
Salary	\$41,124		\$41,124
Social Security	\$3,146		
Retirement	\$2,879		
Health Insurance	\$3,990		
	\$10,015		\$10,015
<b>Assistant Supervisor</b>			
Salary	\$37,032		\$37,032
Social Security	2,833		
Retirement	2,592		
Health Insurance	3,990		
	\$9,415		\$9,415
<b>Shift Leaders - 3</b>			
Salary	\$29,616		\$88,848
Social Security	6,797		
Retirement	6,219		
Health Insurance	11,970		
	\$24,986		\$24,986
<b>Administrative Assistant</b>			
Salary	\$21,816		\$21,816
Social Security	1,669		
Retirement	1,527		
Health Insurance	3,990		
	\$7,186		\$7,186
<b>Maintenance Technician</b>			
Salary	\$19,452		\$19,452
Social Security	\$0.00		
Retirement	\$0.00		
Health Insurance	\$0.00		
	\$19,452		\$19,452
Overtime			\$20,000
County Salary			\$1,334,436
TxDOT Salary			\$19,452
Total Salary			\$1,373,888
Total County Benefits			\$402,975
<b>Total Personnel Costs</b>			<b>\$1,776,863</b>

Operational Costs	
Cell Phones	\$15,000
Vehicles (10)	\$260,000
Fuel and maintenance	\$125,000
Hardware supplies	\$30,000
Office Supplies	\$10,000
Radios	\$0
<b>Total</b>	<b>\$440,000</b>

Misc. Costs	
Uniforms	\$20,000
Flares	\$10,000
Antifreeze	\$4,000
Absorbent	\$8,000
<b>Total</b>	<b>\$42,000</b>

Insurance Costs		Salary	
Worker's Comp	\$5.66/\$100 of salary	\$1,354,436	\$76,661
Auto	\$495 per vehicle	22 veh	\$10,890
General Liability	\$12/\$100 of salary	\$1,354,436	\$162,532
Garage Keeper	\$2,000		\$2,000
<b>Total</b>			<b>\$252,083</b>

Total Operational Cost \$734,083

Total Personnel Costs \$1,776,863

Indirect Costs (19.45% of Total Salary) \$263,438

**Total FY 2006 Budget** **\$2,774,384**

NCTCOG share (60%) FY 06 \$2,219,607

NTTA share (4%) FY 06 \$110,976

Total TxDOT share (16%) FY 06 \$443,901

## FY 2007 Proposed Courtesy Patrol Budget

Personnel	Extension	
<b>Courtesy Patrol Officers existing - 8</b>		
Months	Salary	
Salary (average)	\$2,611	96 \$250,656
Social Security 7.65%	\$19,175	
Retirement - 7%	\$17,546	
Health Insurance	\$31,920	
	\$68,641	\$319,297
<b>Courtesy Patrol Officers new - 38</b>		
(months)	monthly	
Salary monthly (average)	salary	
8 employees @ 12 months	96 \$2,288	\$219,648
6 employees @ 12 months	72 \$2,228	\$160,416
6 employees @ 12 months	72 \$2,125	\$153,000
6 employees @ 12 months	72 \$2,125	\$153,000
6 employees @ 12 months	72 \$1,963	\$141,336
total months worked	456	\$980,400
Social Security 7.65%	\$75,001	
Retirement - 7%	\$68,828	
Health Insurance	\$151,620	
	\$295,249	\$295,249
<b>Supervisor</b>		
Salary	\$44,064	\$44,064
Social Security	\$3,371	
Retirement	\$3,084	
Health Insurance	\$3,990	
	\$10,445	\$10,445
<b>Assistant Supervisor</b>		
Salary	\$39,672	\$39,672
Social Security	3,035	
Retirement	2,777	
Health Insurance	3,990	
	\$9,802	\$9,802
<b>Shift Leaders - 3</b>		
Salary	\$31,716	\$95,148
Social Security	7,279	
Retirement	6,660	
Health Insurance	11,970	
	\$25,909	\$25,909
<b>Administrative Assistant</b>		
Salary	\$21,816	\$21,816
Social Security	1,669	
Retirement	1,527	
Health Insurance	3,990	
	\$7,186	\$7,186
<b>Maintenance Technician</b>		
Salary	\$19,452	\$19,452
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
	\$19,452	\$19,452
Overtime		\$20,000
County Salary		\$1,431,756
TxDOT Salary		\$19,452
Total Salary		\$1,471,208
Total County Benefits		\$417,232
Total Personnel Costs		\$1,888,440

Operational Costs	
Cell Phones	\$15,000
Vehicles (10)	\$260,000
Fuel and maintenance	\$125,000
Hardware supplies	\$30,000
Office Supplies	\$10,000
Radios	\$0
Total	\$440,000

Misc. Costs	
Uniforms	\$20,000
Flares	\$10,000
Antifreeze	\$4,000
Absorbent	\$8,000
Total	\$42,000

Insurance Costs		Salary	
Worker's Comp	\$5.66/\$100 of salary	\$1,451,756	\$82,169
Auto	\$495 per vehicle	22 veh	\$10,890
General Liability	\$12/\$100 of salary	\$1,451,756	\$174,211
Garage Keeper	\$2,000		\$2,000
Total			\$269,270

Total Operational Cost \$751,270

Total Personnel Costs \$1,888,440

Indirect Costs (19.45% of Total Salary) \$282,367

**Total FY 2007 Budget \$2,922,077**

**NCTCOG share (80%) FY 07 \$2,337,662**

**NTTA share (4%) FY 07 \$116,883**

**Total TxDOT share (16%) FY 07 \$467,532**

## FY 2008 Proposed Courtesy Patrol Budget

Personnel	Extension	
<b>Courtesy Patrol Officers existing - 8</b>		
Months	Salary	
Salary (average)	\$2,611	96 \$250,656
Social Security 7.65%	\$19,175	
Retirement - 7%	\$17,546	
Health Insurance	\$31,920	
	\$68,641	\$319,297
<b>Courtesy Patrol Officers new - 38</b>		
(months)	monthly salary	
Salary monthly (average)		
8 employees @ 12 months	96 \$2,448	\$235,008
6 employees @ 12 months	72 \$2,448	\$176,256
6 employees @ 12 months	72 \$2,228	\$160,416
6 employees @ 12 months	72 \$2,228	\$160,416
6 employees @ 12 months	72 \$2,228	\$160,416
6 employees @ 12 months	72 \$2,125	\$153,000
total months worked	456	\$1,045,512
Social Security 7.65%	\$79,982	
Retirement - 7%	\$73,186	
Health Insurance	\$151,620	
	\$304,788	\$304,788
<b>Supervisor</b>		
Salary	\$44,064	\$44,064
Social Security	\$3,371	
Retirement	\$3,084	
Health Insurance	\$3,990	
	\$10,445	\$10,445
<b>Assistant Supervisor</b>		
Salary	\$39,672	\$39,672
Social Security	3,035	
Retirement	2,777	
Health Insurance	3,990	
	\$9,802	\$9,802
<b>Shift Leaders - 3</b>		
Salary	\$33,816	\$101,448
Social Security	7,761	
Retirement	7,101	
Health Insurance	11,970	
	\$26,832	\$26,832
<b>Administrative Assistant</b>		
Salary	\$21,816	\$21,816
Social Security	1,669	
Retirement	1,527	
Health Insurance	3,990	
	\$7,186	\$7,186
<b>Maintenance Technician</b>		
Salary	\$19,452	\$19,452
Social Security	\$0.00	
Retirement	\$0.00	
Health Insurance	\$0.00	
	\$19,452	\$19,452
Overtime		\$20,000
County Salary		\$1,503,168
TxDOT Salary		\$19,452
Total Salary		\$1,542,620
Total County Benefits		\$427,694
Total Personnel Costs		\$1,970,314

Operational Costs	
Cell Phones	\$15,000
Vehicles (10)	\$260,000
Fuel and maintenance	\$125,000
Hardware supplies	\$30,000
Office Supplies	\$10,000
Radios	\$0
Total	\$440,000

Misc. Costs	
Uniforms	\$20,000
Flares	\$10,000
Antifreeze	\$4,000
Absorbent	\$8,000
Total	\$42,000

Insurance Costs		Salary	
Worker's Comp	\$5.66/\$100 of salary	\$1,523,168	\$86,211
Auto	\$495 per vehicle	22 veh	\$10,890
General Liability	\$12/\$100 of salary	\$1,523,168	\$182,780
Garage Keeper	\$2,000		\$2,000
Total			\$281,881

Total Operational Cost \$763,881

Total Personnel Costs \$1,970,314

Indirect Costs (19.45% of Total Salary) \$296,256

Total FY 2008 Budget \$3,030,452

NCTCOG share (80%) FY 08 \$2,424,361

NTTA share (4%) FY 08 \$121,218

Total TxDOT share (16%) FY 08 \$484,872