

**THE STATE OF TEXAS**

**INTERLOCAL COOPERATION CONTRACT**

**COUNTY OF TRAVIS**

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

**I. CONTRACTING PARTIES:**

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

The Performing Agency: TEXAS DEPARTMENT OF PUBLIC SAFETY, an agency of the State of Texas, authorized under Chapter 411 of the Government Code, to enforce the laws protecting the public safety and provide for the prevention and detection of crime.  
FID # 34054054050000

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

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

1. The Department acknowledges that the Authority is authorized to construct and operate turnpike projects in Dallas, Denton, Collin, and Tarrant counties, as such the Department shall be responsible for providing the required and related services throughout these four counties which shall hereafter be referred to as the Dallas North Tollway System Detail (DNT System Detail). The method of enforcement shall be the direct responsibility of the Director of the Department (hereinafter called "Director"), provided that the Department otherwise complies with the terms of this contract.
2. The Department shall enforce applicable State laws and regulations as well as the Authority's regulations, where not inconsistent with State laws governing the operation of motor vehicles on public highways, in relation to the Dallas North Tollway System (the "System"), as the same is currently configured and as it is hereafter modified, enlarged, extended, or expanded (including, but not limited to, expansions that make additional turnpike projects a part of the System). As of the effective date of this Agreement, the System consists of the following turnpike projects, which are presently in operation, under construction, or in the planning stage. Dallas North Tollway (the DNT); President George Bush Turnpike (the PGBT); Addison Airport Toll Tunnel (the AATT); and the Mountain Creek Lake Bridge (MCLB). The Dallas North Tollway extends from its southern terminus at or near Wolfe Street in the City of Dallas to its northern terminus at SH 121 in the City of Plano. The Addison Airport Toll Tunnel links Keller Springs Road on the east side of Addison Airport at its intersection with Addison Road to Keller Springs Road on the west side of the Addison Airport at its intersection with

Midway Road, in Addison, Texas. The President George Bush Turnpike (Segments I, II, III, IV and V) extends from its eastern terminus at SH 78 in eastern Dallas County to its western terminus at West Belt Line Road in the City of Irving through Dallas, Collin, and Denton counties. The Mountain Creek Lake Bridge is located between Florina Drive and Southeast 14th Street, across the Mountain Creek Lake, in Dallas, Texas.

3. In addition to the foregoing, the Department shall, for the benefit of the Authority, enforce the provision of Section 366.178, Failure or Refusal to Pay Toll, and Section 366.179, Use and Return of Transponders, a copy of which is attached hereto as Exhibit 1. The Department's responsibilities under this subsection shall specifically include the following:
- a. With respect to any motorist observed by any member of the Department's DNT System Detail as having failed or refused to pay a toll in violation of Section 366.178, the issuance of a form of "notice of nonpayment", said form to be provided to the Department by the Authority;
  - b. The Department shall promptly furnish to the Authority all pertinent information concerning any motorist issued a "notice of nonpayment" by the Department pursuant to subsection 3(a) above, including the license plate and description of the vehicle, the date, time and location of the violation, and the name of the Department employee issuing the notice. The Authority shall be solely responsible for delivering the notice of nonpayment described, and in the manner set forth in Section 366.178(d), provided however, that if requested by the Authority, the Department shall allow the Authority to use the motor vehicle registration information in the Department's possession for transmitting said notices at no cost to the Authority, unless prohibited by law;
  - c. Pursuant to Section 366.178(e), the Department shall promptly issue a citation to the registered owner of a vehicle who fails to pay the toll and administrative fee within the time specified in a notice of such nonpayment sent by the Authority in accordance with Section 366.178(d). In issuing any such citation, the Department shall rely on transmittals from the Authority as evidence that the notice of nonpayment was delivered properly;
  - d. The Department shall fully cooperate with the Authority in pursuing adjudication of all citations issued pursuant to subsection 3(c) above. The Department's cooperation shall include the filing of citations with the proper courts, the attendance of appropriate Department personnel at trials and hearings, appearing as a witness if the violation was observed by a Department employee, offering supporting testimony, providing other reasonable support to prosecutors, and serving as liaison with the applicable courts to ensure the remittance of tolls, administrative fees, and fines owing to the Authority; and
  - e. The Department shall seize, and return to the Authority, any stolen or insufficiently funded transponder pursuant to Section 366.179(b), provided that before seizing any insufficiently funded transponder, the Department shall first confirm with the Authority that the 30-day notice of delinquency period described in Section 366.179(b) has lapsed.

With respect to the Department's issuance of citations pursuant to subsection 3(c) above, the Authority and the Department acknowledge and agree that citations will be issued only to the

registered owners of vehicles that have failed to pay the tolls and administrative fees which were the subject of multiple notices of nonpayment.

4. In addition, the Department shall enforce the applicable traffic laws, including Section 366.180 of the Transportation Code and the Authority's Rules and Regulations for the Use of NTTA Projects. When requested by the Authority, the Department shall provide traffic control, security and safety patrolling, and other services during critical construction or maintenance operations regarding the Dallas North Tollway System, which shall include enforcing the compliance of motorists with safety and traffic control devices and signage.
5. Pursuant to Chapter 411.133 of the Government Code, the Department shall provide to or assist the Authority in obtaining from the Department criminal history record information maintained by the Department that pertains to a person who is (1) employed by the regional tollway authority; or (2) an applicant for employment with the regional tollway authority. Criminal history record information obtained may not be released or disclosed to any person except in a criminal proceeding, in a hearing conducted by the regional tollway authority, on court order, or with the consent of the person who is the subject of the criminal history record information.
6. The Department will provide, except as provided in Section II.8, sufficient personnel to carry out the terms of this contract. Police personnel who are assigned to the DNT System Detail would have been recruited and trained by the Department according to its regulations. In addition, the Department will give specialized training on the rules and regulations of the Authority upon assignment to the DNT System Detail before assuming any official duties.
7. The Director of the Department will select, assign and have direct control over the police personnel to the DNT System Detail with respect to the manner of performance of their professional duties and disciplinary action of the command. The Director shall cooperate with the Authority to ensure that the transfer of personnel to and from the DNT System Detail shall be held to a minimum. The Director shall have complete control of the enforcement of the applicable laws and regulations, provided that the services described in this contract are being performed in accordance herewith.
8. Whenever, in the opinion of the Executive Director and the Director, a major emergency arises on the Dallas North Tollway System 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 DNT System Detail on a short-term emergency basis to meet a like emergency arising elsewhere under the Department's jurisdiction.

### III. COMPENSATION

1. In consideration for the services to be provided by the Department pursuant to this contract, the Authority shall compensate the Department for the actual cost to the Department for the services and other items specified as being direct purchases and expenses in the contract. However, the total amount of this contract shall not exceed: Two million, four hundred and twenty thousand,

eight hundred and forty-five dollars and no cents (\$2,420,845.00), except to the extent that additional police personnel are assigned to the DNT System Detail in accordance with Senate Bill 1, General Appropriations Act, 77<sup>th</sup> Regular Session, Article 5, page V-55, Rider 52, which provides for the assignment of up to eight additional troopers during the contract period contingent upon the Department reaching its goal to increase its number of troopers in the State by 10 percent. In the event that additional policing personnel are assigned, the Authority shall reimburse the Department for the related expenses as set forth in Schedule A, in an amount that corresponds to the increase in the number of troopers.

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

(1) The Authority shall provide and maintain such office space and other permanent facilities as shall be required by the Department. Such facilities shall be located on or adjacent to the Dallas North Tollway System and subject to approval by the Director for the proper enforcement of the laws and the administration of the police personnel. The office facilities shall be equipped with a radio communications system pursuant to Federal Communications Regulations. The radio communications system shall be on or compatible with the Authority's frequency and have such auxiliary communications means as may be necessary for the proper policing of the Dallas North Tollway System and proper coordination with communication facilities of the Department, as may be determined by the Executive Director of the Authority with concurrence of the Director. The Department acknowledges that the existing office space and radio communications system are satisfactory for the foregoing purposes.

(2) Office furniture and equipment for the above offices;

(3) Maintenance on radio equipment;

(4) Printing and forms peculiar to the DNT System Detail;

(5) Postage through Authority's postage meter;

(6) Communications personnel;

(7) Secretarial and clerical services;

(8) Telephone service through Authority facilities;

(9) Equipment for police vehicles such as first aid kits, fire extinguishers, roll tapes, and other emergency equipment prescribed by the Department.

3. Reimbursements. The Authority shall reimburse the Department for the following expenditures:

(1) Salaries and related benefits for all police personnel employed to service the DNT System Detail, as indicated in Schedule A, attached hereto and incorporated herein for all purposes;

(2) Cost of relocating police personnel to one of the four counties in which the DNT System Detail is located (one way only);

(3) Work-related travel expenses including lodging, meals and airfare and travel in accordance with the Authority's policies;

(4) Property damage claims against the Department not to exceed \$20,000 per year.

- (5) The Department will provide sufficient vehicles for Department personnel to carry out the terms of this contract. The Authority shall reimburse the Department for its use of these vehicles in accordance with Schedule A. All Department vehicles officially marked and those unmarked as designated by the Commanding Officer shall have free access to the Dallas North Tollway System.
- (6) The Department will provide mobile radio units, radar equipment, shotguns, 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, to be paid by the Authority. Maintenance and repair to the above equipment will be charged to the Authority at a cost per part rate.

#### **IV. PLAN FOR POLICING TOLLWAY AND TURNPIKE PROJECTS**

1. The Department will render the police service on the Dallas North Tollway System as set out above with a complement of full-time police personnel assigned to the DNT System Detail. The police personnel shall be governed by the policies and procedures on work week, hours per day, vacations, sick leave, emergency leave, and other personnel policies then prevailing at the Department.
2. The police personnel shall be given work assignments by the Department's Commanding Officer attached to the DNT System 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. Notwithstanding the foregoing, the Commanding Officer shall make such assignments as are necessary for the Department to perform its obligations under Section II, Statements of Services to Be Performed.
3. The personnel will perform their duties as set out in this contract 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, Protection".
4. The number and rank of the Department police personnel assigned to the DNT System Detail shall be agreed upon by the Director and the Executive Director. The number and rank to be assigned during the contract period are shown in Schedule A of this contract.
5. With regard to the MCLB only, the Department shall provide on-call, as needed, police services for the MCLB, which shall include the necessary accident investigation and the enforcement of applicable traffic laws and regulations relating to the operation of motor vehicles as well as regulations of the Authority. All other System facilities shall be patrolled and/or monitored on a routine basis.
6. The Authority may operate a computer terminal on the Texas Law Enforcement Telecommunications System (TLETS) for the purpose of aiding the Department in efficiently carrying out its law enforcement responsibilities on the System.

(a) Said computer terminal, equipment, and supplies must be obtained and operated with funds of the Authority.

(b) Training will be provided for the proper use of the equipment by Department communications personnel to be designated by the Department.

(c) The Authority agrees to abide by the rules and regulations of the Department as to the proper use of the computer terminal on TLETS.

7. The Department shall have the responsibility to supervise and manage the communications and clerical personnel provided by the Authority in a manner consistent with the Authority's personnel policies. Final decisions concerning the employment and discharge of any communications or clerical staff will be the responsibility of the Department's Commanding Officer attached to the DNT System Detail with the approval of the Executive Director and in accordance with the Authority's personnel policies.

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

Receiving Agency shall pay for services received from the Operation and Maintenance accounts of the Receiving Agency from which like expenditures would normally be paid.

Payments for services performed shall be billed Monthly in arrears.

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.

#### VI. TERM OF CONTRACT:

1. This contract is to begin September 1, 2001 and shall terminate August 31, 2003 (term of contract cannot transcend the biennium). This contract rescinds and replaces all existing agreements and contracts between the Authority and the Department.
2. It is understood that this contract will be subject to review, as conditions may warrant, but may be modified or changed only by mutual agreement of the Director and Executive Director of the Authority. This contract is subject to the enactment by the Legislature of necessary legislation to permit the replacement of personnel assigned to the Dallas North Tollway System 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 providing sixty (60) days notice to the Authority.
3. Either party, upon ninety (90) days written notice to the other party, may terminate this contract.

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

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

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, 411.133 of the Government Code V.T.C.A. and Chapter 366 and Section 366.182(c) of the Texas Transportation Code.

The Department's signature and agreement to this contract is contingent upon the certification by the State Auditor's Office that this contract covers all costs incurred, including salaries, retirement, group insurance, auto operation costs, operational expenses, and amortization of equipment, including, but not limited to, vehicles. The expenses to be covered must also include expenses related to radio communications, office space and furniture, printing, postage, personnel moving expenses, telephone services, patrol car equipment, and secretarial and clerical services. See Senate Bill 1, General Appropriations Act, 77<sup>th</sup> Regular Session, Article 5, Page V-55, Rider 52.

**RECEIVING AGENCY**

NORTH TEXAS TOLLWAY AUTHORITY

Name of Agency

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**PERFORMING AGENCY**

TEXAS DEPARTMENT OF PUBLIC SAFETY

Name of Agency

By: Tom Haas  
Authorized Signature

Chief of Finance  
Title

Date: 8-31-01

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


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

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, 411.133 of the Government Code V.T.C.A. and Chapter 366 and Section 366.182(c) of the Texas Transportation Code.

The Department's signature and agreement to this contract is contingent upon the certification by the State Auditor's Office that this contract covers all costs incurred, including salaries, retirement, group insurance, auto operation costs, operational expenses, and amortization of equipment, including, but not limited to, vehicles. The expenses to be covered must also include expenses related to radio communications, office space and furniture, printing, postage, personnel moving expenses, telephone services, patrol car equipment, and secretarial and clerical services. See Senate Bill 1, General Appropriations Act, 77<sup>th</sup> Regular Session, Article 5, Page V-55, Rider 52.

**RECEIVING AGENCY**

NORTH TEXAS TOLLWAY AUTHORITY  
Name of Agency

By:   
Authorized Signature

Jerry Hiebert, Executive Director  
Title

Date August 31, 2001

**PERFORMING AGENCY**

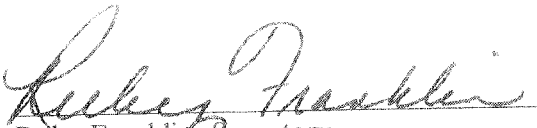
TEXAS DEPARTMENT OF PUBLIC SAFETY  
Name of Agency

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Date \_\_\_\_\_

ATTEST:

  
Ruby Franklin, Secretary



**SCHEDULE A  
BASES FOR CALCULATING REIMBURSABLE COSTS**

	Estimated Cost <u>Per Fiscal Year</u>	
	<u>2002</u>	<u>2003</u>
*1. Personnel strength shall not exceed the following:		
a. (1) Sergeant (estimated)	\$ 52,624	\$ 52,624
b. (1) Corporal (estimated)	46,984	46,984
c. (15) Troopers (estimated)	675,792	675,792
*2. Overtime (estimated)	25,000	25,000
*3. Hazardous Duty Pay (estimated)	22,008	23,436
*4. Retirement - 7.0% (estimated)	57,568	57,668
*5. Social Security Match (estimated)(7.65)	62,914	63,023
*6. Group Insurance	49,639	49,639
7. Automobile Operation (estimated) (595,000 miles @ \$.28 per mile)	166,600	166,600
8. Miscellaneous Operation Expenses, Uniforms, Bonds, Medical and Funeral Expense resulting from injury on duty, Workers Compensation Payments Office Supplies, Ammunition, etc. (estimated)	25,000	25,000
9. Civil liability contingency (judgments & settlements)	20,000	20,000
10. Amortization and Maintenance of Equipment (estimated)	5,475	5,475
Total Estimate	<u>\$1,209,604</u>	<u>\$1,211,241</u>

\*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.

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. The tasks listed below are expected to be performed during the regular work schedule of the Department's personnel. Overtime shall only be accumulated as a result of the employee having worked more than the employee's regularly scheduled hours. In the event that such performance is not possible during the regular schedule, overtime funding would provide special task flexibility as follows:

1. North Texas Tollway Authority facility security

2. Special security details
  - a. Toll plazas
  - b. Construction areas and equipment
3. Extra traffic control functions
  - a. Additional units assigned to construction areas
4. Escorts for monies collected at toll facilities

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