

Interlocal Agreement

Contract Services Transmittal Form

From: Toll Operations Division – 87 (District/Division/Office)	Contact Person: Linda Sexton Phone No.: 512-874-9177
Subject: Targeted law enforcement in support of TxDOT's Habitual Violator Program	
Other Entity Williamson County Constable Precinct No. 1, acting by and through Williamson County, Texas	Contract Maximum Amount Payable \$173,784.00
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Does this contract involve the construction, improvement, or repair of a building or road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If modified, date of Contract Services approval: _____	
Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation Williamson County Constable Precinct No. 1, acting by and through Williamson County, Texas, a political subdivision of the State of Texas	TxDOT Local Government
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II. PURPOSE: Local Government to provide targeted law enforcement services in support of the Habitual Violator Program enacted through the 2013 Legislative session.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$173,784.00 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed quarterly.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on January 31, 2019 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

By _____ Date _____

AUTHORIZED SIGNATURE

Dan A. Gattis

Title Williamson County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director 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.

By _____ Date _____

Janice Mullenix

Director of Contract Services

ATTACHMENT A

Scope of Services

The Local Government shall provide targeted law enforcement through the presence of marked patrol vehicles and uniformed officers. The Local Government will provide for law enforcement on TxDOT-operated toll facilities within the Local Government's jurisdiction, as shown in Attachment E, Location Map Showing Project.

1. The Local Government shall:

- a. Provide marked law enforcement vehicles, uniformed law enforcement officers, and all vehicular equipment necessary to identify and enforce violation of an order prohibiting the operation of certain motor vehicles on TxDOT-operated toll facilities. Law enforcement vehicles shall be equipped with highly visible warning lights.
- b. Provide for targeted law enforcement on toll roads for a specified period of time. Operations may include: active law enforcement, identifying and stopping certain vehicles via the use of license plate information provided by the TxDOT, issuing a citation for violation of a prohibition order, issuing verbal and written notification to the violator of possible action to be taken if violator continues to use the facility, and directing the impoundment of the prohibited vehicle under the appropriate circumstances.
 - Active law enforcement may include citations, warnings, arrests, perpetrator transportation, impounding of vehicles, etc.
- c. Submit an Administrative Evaluation to ensure compliance with the contract. Evaluation should be submitted to TxDOT Toll Operations Division Director two weeks prior to any targeted enforcement period as determined/requested by the TxDOT. The evaluation shall include, but is not limited to, the following:
 - Man power deployment, scheduling and assignment of selected toll road sites.
 - Time and cost documentation of all anticipated expenditures.
 - Project reporting and reimbursement requirements of the TxDOT.
- d. Submit reports of enforcement hours worked. Reports shall be submitted with request for reimbursement and shall include:
 - Description of toll location or location of traffic stop
 - Officer name and badge number
 - Date
 - Beginning mileage, ending mileage, total mileage
 - Starting time, ending time, total hours worked
- e. Submit a summary of the written violations issued during the targeted enforcement period. Reports shall be submitted with request for reimbursement and shall include:
 - Description of toll location or location of traffic stop
 - Officer name and badge number
 - Date
 - Offense
 - Total number of tickets
 - Total number of impoundments
 - Perpetrator's name
 - Perpetrator's License Plate
 - Perpetrator's address on DL and/or most current address
- f. Ensure that communication with TxDOT Toll Operations Division Director or designee be maintained in order to garner mutual support and cooperation.

- g. Attend meetings with TxDOT Toll Operations Division Director or designee to coordinate enforcement activities with work operations.
- h. Meet with TxDOT personnel in person, or by conference call, with reasonable notification by the TxDOT.
- i. Handle all violations according to State laws and the Local Government's policy.
- j. Coordinate and supervise the schedule of the officers for the scheduled targeted enforcement locations.
- k. Structure the scheduling and hours worked of officers to stay abreast of changing patterns of needed enforcement. The schedule will be rotated within specified time frames in order to create an active presence of officers when violations are expected to occur. No other alterations will be made to the schedule except in case of emergencies. Emergencies are defined as events arising from force majeure, such as tornadoes, hurricanes, civil uprisings, or other major disasters, which might result in severe strains on manpower and require short-term reduction in planned manpower.
- l. Schedule work shifts to include up to two tours of duty, not to exceed a total of 6 hours per day for the duration of the targeted enforcement period. Officers may perform this work outside of their regular on-duty shift, in accordance with the Local Government policies.
- m. No per diem shall be included.
- n. Submit a request for reimbursement within sixty (60) days of the end of each calendar month during which costs were incurred. The Local Government will be responsible for issuing invoices for work that is completed and work reports must be submitted to TxDOT Toll Operations Division Office. Such invoices will be mailed to address as shown in Attachment C, General Terms and Conditions, Article 26.

2. TxDOT will:

- a. Provide a list of the targeted enforcement areas to the Local Government. List will contain the toll facilities; the TxDOT point of contact; contact numbers; and operational hours as shown in Attachment D.
- b. Reimburse the Local Government for eligible costs as shown in the Attachment B, Fee Schedule. Payments will be based upon hours worked per individual working officer's hourly pay rate, and mileage. Invoice payments shall be made within thirty (30) calendar days of receipt of a valid invoice.
- c. Have the right to request lower ranked officers be utilized when available.

ATTACHMENT B

Budget

**Interagency Cooperation Contract
Fee Schedule**

* Rates are for budgeting purposes only. Rates will vary up to amounts shown below including FICA.

DPS Enforcement	Salary	Benefits (25.36%)	Mileage Rate	Indirect Cost (Admin)	Total Hourly
Deputy	45.00	11.41	12.00	4.00	72.41

BASES OF PAYMENT:

LABOR: Salaries (Base) = (Includes hazardous duty pay, stipends & overtime)
Benefits (FICA, Retirement & Worker's Comp) = @ 25.36% Base Salary

GRAND TOTAL: Labor Cost + Mileage Rate + Indirect Costs x 120 hours/quarter (6 hours daily x 10 days X 2 officers) = \$8,689.20 X 4 quarters = \$34,756.80/annual

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives

payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

ARTICLE 17. LICENSE FOR TxDOT LOGO USE

A. Grant of License; Limitations. The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.

B. Notice of Registration Required: The Local Government's use of the Flying 'T' under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying 'T' is registered in the United States Patent and Trademark Office (USPTO).

C. No Assignment or Sublicense. The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.

D. Term of License. The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

Article 18. Records and Ownership

A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.

B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.

C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.

- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Article 19. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." The parties 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.

Article 20. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 21. Nondiscrimination

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.
- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.
- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.

F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

Article 22. Noncollusion

The Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Local Government, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Local Government breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 23. Lobbying Certification

In executing this agreement, each signatory certifies that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Article 24. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 26. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<p>Local Government:</p>	<p>Office of Constable Robert Chody Williamson County, Precinct One c/o: Chief Deputy Robert Woodring 1801 East Old Settlers Blvd. Suite #105 Round Rock, TX 78664</p>
<p>TxDOT: Billing Address</p>	<p>Texas Department of Transportation ATTN: Toll Operations Division Director 12719 Burnet Road Austin, Tx 78727</p>
<p>TxDOT Contract Services</p>	<p>Texas Dept. Of Transportation 125 E. 11th Street Austin, TX 78701</p>

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

