

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Police

**AGENDA DATE:** September 25, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** Assistant Chief Bob Feidner, 564-7166

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager be authorized to sign an Interlocal Agreement between the City of El Paso ("The City") and the Texas Department of Transportation ("TxDOT") for the El Paso Police Department to provide uniformed officers and equipment necessary for law enforcement, general surveillance, and traffic control at and around sites for which TxDOT is providing maintenance, repair, construction and other services to State maintained roads and highways. Such services are to promote safety of construction zone workers and the traveling public. In lieu, TxDOT will pay up to \$100,000 for this service on a reimbursement basis for actual salary and vehicle costs for a twenty-four month period September 25, 2012 - September 24, 2014.

**BACKGROUND / DISCUSSION:**

The Texas Manual of Uniform Traffic Control Devices addresses placement of emergency vehicles at construction sites. In order for TXDOT to comply with such, services are requested of the El Paso Police Department (EPPD). This interlocal agreement ensures reimbursement to the City of overtime and vehicle usage costs associated with providing services. In addition, this agreement updates the reimbursement amounts and terms outlined in the current contract.

**PRIOR COUNCIL ACTION:**

The current contract was approved by City Council on August 14, 2001.

**AMOUNT AND SOURCE OF FUNDING:**

The agreement is not exceed reimbursements in the amount of \$100,000.00 over the agreement period. Payments and reimbursements apply to account 21000 - 501013 - 1000 - CEP01.

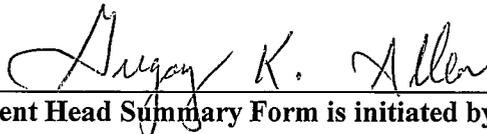
**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Interlocal Agreement between the City of El Paso ("The City") and the Texas Department of Transportation ("TxDOT") for the El Paso Police Department to provide uniformed officers and equipment necessary for law enforcement, general surveillance, and traffic control at and around sites for which TxDOT is providing maintenance, repair, construction and other services to State maintained roads and highways. Such services are to promote safety of construction zone workers and the traveling public. In lieu, TxDOT will pay up to \$100,000 for this service on a reimbursement basis for actual salary and vehicle costs for a twenty-four month period September 25, 2012 - September 24, 2014.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

THE CITY OF EL PASO

ATTEST:

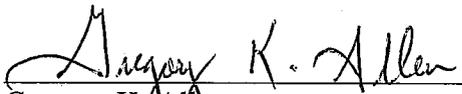
\_\_\_\_\_  
John F. Cook  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Nathan Brown  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Gregory K. Allen.  
Chief of Police

**Interlocal Agreement**

**Contract Services Transmittal Form**

<p>From:  El Paso District</p>	<p>Contact Person: Roberto Cardoza Jr.  Phone No.: (915) 790-4267</p>
<p>Subject: Peace Officer Enforcement</p>	
<p>Other Entity El Paso Police Department</p>	<p>Contract Maximum Amount Payable \$100,000.00</p>
<p>Are any federal funds used in this contract? NO</p>	
<p>Is the other party to this contract a county or a city? County _____ City <u>X</u>                  (A resolution from the Commissioners Court or an ordinance from the City Council must be included as Attachment D.)</p> <p>Is this contract worth \$1 million or more? Yes _____ No <u>X</u>                  (If the answer is yes, approval must be obtained by the Contract Advisory Team through the General Services Division.)</p>	
<p>Was the standard interlocal or amendment format modified? Yes <u>X</u> No _____</p> <p>If modified, date of Contract Services approval: _____</p> <p>Modifications made are as follows:</p>	

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791 and Transportation Code, Chapter 201, Section 2.09.

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation      TxDOT  
City of El Paso    Local Government

**II. PURPOSE:** To provide uniformed, armed peace officers and equipment for law enforcement, general surveillance, and traffic control.

**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 \$100,000.00 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**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 two years from the date that both parties have signed the agreements or when otherwise terminated as provided in this Agreement.

**VI. LEGAL AUTHORITY:**

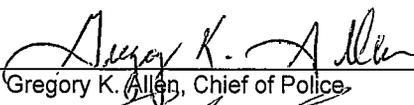
**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

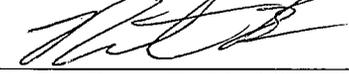
The governing body, by resolution or ordinance, dated September 25, 2012, has authorized the Local Government to provide the Scope of Services.

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**, Preparation/Performance/Missed/Terminated Assignments.

**LOCAL GOVERNMENT**  
**City of El Paso**

By \_\_\_\_\_ Date \_\_\_\_\_  
Joyce A. Wilson, City Manager

APPROVED AS TO CONTENT \_\_\_\_\_ Date 9/6/2012  
  
Gregory K. Allen, Chief of Police

APPROVED AS TO FORM \_\_\_\_\_ Date 09/06/12  
  
Nathan Brown, Assistant City Attorney

**TxDOT**  
**Texas Department of Transportation**

By \_\_\_\_\_ Date \_\_\_\_\_  
Janice Mullenix, Director of Contract Services

## ATTACHMENT A Scope of Services

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The Local Government shall provide uniformed, armed, peace officers and equipment for law enforcement, general surveillance, and traffic control for the locations, time periods, and hours to be determined by TxDOT.

The officers on duty shall:

1. be in full uniform and armed at all times while on duty;
2. provide law enforcement, general surveillance, and traffic control for the dates, location, and time periods, as assigned;
3. project as much visibility as possible to the public during the entire scheduled shift through the presence of marked patrol vehicles and uniformed officers to deter speeding, vandalism, and any other types of undesirable behavior;
4. continue operations as scheduled during conditions arising from force majeure such as hurricanes, floods, or other major disasters occurring in other parts of the State, which is subject to the discretion of the Local Government and the availability of manpower;
5. ensure that transportation of alleged perpetrators will not interfere with the contract responsibilities of any officers on duty; and
6. perform a radio check, and identify himself or herself by off-duty call sign to the 911 Communications dispatcher of the area in which the assignment is occurring, upon reporting for duty at the designated location.

The Local Government shall:

1. supply equipment and vehicles for officers during their patrol;
2. provide the appropriate number of officers per shift in accordance with the requirements set by TxDOT;
3. be responsible for all complaints against officers;
4. provide TxDOT with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with TxDOT's representative;
5. appoint a supervising officer to coordinate scheduling and duties to include mitigation of any traffic control of law enforcement matters with the designated TxDOT representative; and
6. abide by the terms set forth in Attachment E.

TxDOT will:

1. provide the Local Government with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with the Local Government's representative;
2. establish logging in and reporting procedures for the Local Government to follow;
3. terminate the contract as outlined in the provisions of Article 6, Attachment C, General Terms and Conditions, if the Local Government fails to have an officer on duty during TxDOT scheduled work hours any three times during the 24 month term of service; and
4. abide by the terms set forth in Attachment E.

**Right of Access** - If any party is the owner of any part of the location site needed to perform requested services, then that party shall permit the other party or their authorized representative access to the site to perform any activities required to carryout the work.

**ATTACHMENT B**  
**Budget**

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The Local Government will be reimbursed the actual overtime rate paid to the officer based on the following table:

**Local Government's Hourly Rates and Rank**

Rank	Overtime Rate
Lieutenant	\$83.91
Sergeant	\$71.07
Officer/Detective	\$62.94
Department Administrative Manager	\$58.29

A vehicle utilization fee of \$16.17 per vehicle per hour will be paid based on length of use. The vehicle must be fully equipped with all necessary equipment to provide proper traffic control.

The Local Government will be responsible for issuing invoices as the work is completed and work reports must be submitted to TxDOT's El Paso District Office. Invoice payments shall be made within 30 calendar days of receipt of a valid invoice. Such payments will be mailed to:

Texas Department of Transportation  
El Paso District Office  
Attention: Maintenance Management  
13301 Gateway Blvd. West  
El Paso, Texas, 79928

TxDOT agrees to pay the invoices as stated above.

## ATTACHMENT C

### General Terms and Conditions

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**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. 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 or until any impending claims are resolved. 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, the Office of the Inspector General, and the Federal Highway Administration.
- 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 the state 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 by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **Article 16. 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 17. 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 18. 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; 41 CFR, Part 60-74 (the Regulations); and with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 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 19. 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 20. Cost Principles**

The parties shall comply with the cost principles established in OMB Circular A-87.

**Article 21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

**Article 22. Office of Management and Budget (OMB) Audit Requirements**

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 23. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Local Government's program is subject to approval by TxDOT.

**Article 24. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment

and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by TxDOT, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

#### **Article 25. 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 Developer 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.

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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.]

#### **Article 26. Signatory Warranty**

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

**Attachment D  
Resolution or Ordinance**

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**Attachment E**  
**Preparation/Performance/Missed/Terminated Assignments**

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1. TxDOT agrees to communicate with the Local Government, at least 72 hours in advance of each project, the amount of officers and number of vehicles needed. The request should contain two (2) requests: an ideal amount of officers and number of vehicles needed for each project and an absolute minimal number of officers and vehicles needed for completion of the project.
2. The Local Government agrees to use due diligence to comply with the ideal requests of TxDOT concerning the number of officers needed for each project.
3. TxDOT agrees to complete projects with the number of officers that the Local Government was able to procure, provided that the Local Government meets the minimal amount of officers and vehicles needed.
4. The Local Government agrees to yield to the direction of TXDOT regarding the placement of vehicles and officers during the performance of the projects as long as the Local Government agrees that such placements do not create excessive or undue danger to officers or City equipment. TXDOT agrees to provide protective vehicles according to the Texas Manual of Uniform Traffic Control Devices, when required during the performance of the projects, and when used, to have that protective vehicle placed in positions to ensure officer safety.
5. The Local Government agrees to attempt to replace officers or vehicles that were previously assigned to the project, but were reassigned because of public or private emergency incidents.
6. TxDOT agrees that it will not seek reimbursement for incomplete projects if the reason for incompleteness is an officer leaving to handle a public or private emergency.
7. TxDOT agrees that if it does not give the Local Government at least 72 hours notice of an assignment, and the Local Government was not able to procure enough resources to meet the minimal needs of officers or equipment, TxDOT will not seek reimbursement for the missed assignment.
8. The Local Government agrees that if it fails to procure enough officers or vehicles to meet the minimal requests of TxDOT, the Local Government will be responsible for reimbursement of a minimum of two (2) hours for each TxDOT employee assigned to perform the work at the work location for which traffic control assistance is being requested if cancellation by the officers or their representatives is not made within two (2) hours of anticipated work commencement.
9. TxDOT agrees that it will be responsible for reimbursement of a minimum of three (3) hours for each officer assigned to assist in traffic control if cancellation of requested assistance is not made within two (2) hours of anticipated service commencement. This encompasses the "call back" provision in the Collective Bargaining Agreement between the City of El Paso and the El Paso Police Municipal Police Officers' Association.
10. TxDOT agrees that if an assignment concludes or is cancelled while the assignment is ongoing within three (3) hours of the assignment's beginning, that it will reimburse for a minimum of three (3) hours for each officer assigned to assist in traffic control, so as to satisfy the provision in the Collective Bargaining Agreement between the City of El Paso and the El Paso Police Municipal Police Officers' Association.