Interagency Work Zone Service Agreement

This agreement made this 30th day of March, 2009 by and between the Maryland State Highway Administration (SHA) and the Maryland Department of State Police (MSP) is to provide for the use of the State Police Troopers in Work Zone traffic control. The agreement shall last five (5) years from the date listed above.

Witnesseth: Whereas, the SHA is proposing to use MSP troopers within certain construction and/or maintenance work zones for enhancing safety through regulating, warning and controlling traffic movement, the two (2) agencies agree to provide the cooperation and services necessary to accomplish the tasks outlined below.

I. General:

It is intended that the MSP service be provided in work zones when the SHA deems that such service would enhance work area safety.

The presence of MSP Troopers in work zones will increase motorist awareness in work area situations, encourage greater obedience to posted regulations, and enhance safety.

All employees of SHA and MSP working under this Agreement shall remain employees of their respective agency for all purposes, including but not limited to liability. All immunities and defenses applicable to the State, its agencies, their respective employees, and/or law enforcement officers or employees, including but not limited to sovereign immunity, are preserved and shall be unaffected by this agreement.

MSP use may be called for at any time by the SHA District Engineer (or other SHA Senior Manager) or his/her designee, subject to the scheduling requirements noted elsewhere in this agreement. The designee of the District Engineer (or other SHA Senior Manager) shall not be at a level lower than an Assistant District Engineer or Division Chief.

The provisions of this Agreement control over a conflicting provision in any Appendix or attachment to this agreement.

II. Procedures/Requirements:

A. TRAFFIC CONTROL PLAN PREPARATION

During the preparation of the Traffic Control Plan (TCP) for each major construction and/or maintenance project, the District Engineer (or other SHA Senior Manager) or his/her designee will determine if the services of the MSP are required.

B. SHA NOTIFICATION TO MSP

1. The SHA will follow its Standard Operating Procedures for Requesting Maryland State Police in Work zones (See Appendix).
2. The District Engineer (or other SHA Senior Manager) or his/her designee shall notify the Chief of Operations Bureau or his/her designee, MSP, of any need of their services known at the time of the award of contract.
3. An MSP representative shall attend a pre-construction conference, if requested by the District Engineer (or other SHA Senior Manager) or his/her designee, to

review the TCP for projects or project phases in which their services are required.

4. An estimate of the duration of the assignment shall be provided to the MSP representative.
5. Notice of need for police services should be given to the Chief of Operations Bureau or his/her designee, by the District Engineer (or other SHA Senior Manager) or his/her designee at least seventy-two (72) hours in advance of such need. Special consideration shall be given to emergency traffic control needs and allowances shall be made to shorten this notification time to fill the need.
6. Typical tasks and duties of the MSP Work Zone enforcement personnel will be reviewed by the Engineer with the MSP and the contractor in advance of commencing work.
7. Any change in scheduling shall be provided to the MSP Barrack at least twenty-four (24) hours in advance. The responding Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignment. In the event that the responding Trooper appears at the work site without being notified of any changes, then four (4) hours overtime may be charged to the project in question.
8. In the event MSP troopers are unavailable, the SHA may request the services of the County or Municipal Police.

C. MSP DUTIES AND RESPONSIBILITIES

1. The Trooper(s) assigned to a project will be an off-duty Trooper(s) in full uniform, with a marked police car with all of the usual police equipment.
2. The Trooper(s) shall wear a minimum Class 2 American National Standards Institute/International Safety and Equipment Association (ANSI/ISEA) 107-2004 apparel or its equivalent. Refer to SHA's High Visibility Apparel Policy for additional guidance/information. (See Appendix).
3. Beginning January 2010, the Trooper(s) assigned to the project will be required to complete SHA's Work Zone Law Enforcement Training Course, or an SHA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years. It is the responsibility of the MSP to ensure that Trooper(s) assigned have completed the SHA course.
4. Trooper(s) will perform normal police related activities, as appropriate, along the approaches to and throughout the Work Zone in order to enforce the law and help regulate, warn, and control traffic movements.
5. The Trooper(s) will be responsible for signing in/out with the Project Engineer or his/her designee at the time of arrival/departure from the work site and completing SHA's Timesheet for Use of Off-Duty Maryland State Police (See Appendix).
6. The Trooper(s) at the site will be under the command of the local Barrack Commander. The Trooper(s) will cooperate as much as possible with SHA traffic, construction, and maintenance staff, especially in terms of specific locations in which to set up, and will respond to reasonable requests. A sense of team work is important. If a Trooper is prohibited from performing a certain task due to MSP policy or procedures, or otherwise fails to perform in a manner expected by the District Engineer, this is to be brought to the attention of the Director – Office of Traffic and Safety, who will resolve the matter with the Chief of Operations Bureau, MSP.

7. It is understood by the SHA that the law enforcement duties of the Trooper(s) take precedence over the services provided under this Agreement. Should a Trooper(s) be called to active duty status outside of the work zone, the Trooper(s), although not required, will make every effort to notify the SHA and the MSP will not be responsible for any incidents that occur within the work zone while the Trooper(s) is away. The MSP will make every effort to ensure that the Trooper(s) returns to the work zone as soon as possible. Furthermore, the SHA is not responsible for reimbursing the MSP for the Trooper(s)'s time while away from the work zone. Reimbursement from SHA to MSP for the Troopers' time shall be paid on an hourly basis per officer utilized. The Trooper(s)'s time begins when he/she signs in at the Project Office and ends when he/she signs out.

D. REIMBURSEMENTS

Reimbursements from SHA to MSP will include the following:

- Trooper(s) overtime hours
- Indirect Costs @ 30.54% of the overtime amount*
- Vehicle costs per hour @ $8.50*
- FICA rate @1.45% of the overtime amount*
- Unemployment @ 0.10% of the overtime amount*

(* These rates reflect the current rates in effect at the time of this Inter-Agency agreement. Promptly report any changes to the above rates to the SHA prior to their taking effect.)

The following reimbursement procedures shall be followed by MSP for services rendered.

1. Reimbursement from SHA to MSP for the Troopers' time shall be paid on an hourly basis per officer utilized. The Trooper(s)'s time begins when he/she signs in at the Project Office and ends when he/she signs out.
2. Reimbursement from SHA to MSP will include the MSP's most recent approved indirect cost rate applied to the overtime amount billed.
3. Reimbursement from SHA to MSP will include a rate charge of $8.50 per hour for the use of the MSP vehicle.
4. All costs incurred as a result of this agreement shall be charged to a project account to be established through normal accounting procedures and these costs shall be at the mutually agreed upon rate. All payments made shall be considered as full compensation for services rendered, as annotated on the reimbursement request, and as mutually agreed upon. Billing shall occur on a monthly basis. Form MSP 198A (Contract for Extraordinary Law Enforcement Services) must be filled out and signed by all parties involved prior to MSP providing services to the SHA (See Appendix).
5. When submitting a bill to the SHA, MSP shall include a spreadsheet that includes the hours worked by the Trooper(s) as obtained from the Trooper(s) timesheet. The spreadsheet must also include the information noted on the timesheet, such as the SHA Financial Management Information System (FMIS) number or SHA Project Number, initiating index, date of service, hours charged, name of SHA project engineer, name of Trooper, Trooper's badge number, etc. Provide this information with all billing statements to ensure approval by SHA.

6. To the extent practical, the SHA will report any discrepancies to MSP within 90 days of receiving the invoice.
7. The SHA shall receive all invoices within 180 days of the Date(s) of Service.
8. The SHA shall submit payment to MSP within thirty (30) days of receiving the bill.

Consistent with the respective statutory responsibilities of the parties, it is agreed that the Maryland Department of State Police and the Maryland State Highway Administration will continue to work within the already existing frame work of mutual respect and cooperation to the fullest extent possible to enhance highway safety, and to deliver efficient, coordinated highway safety services to the citizens of Maryland.

In Witness Whereof, each party hereto has caused this agreement to be executed in its name and on its behalf by its duly authorized officer or agent as of this day and year first above written.

Col. Terrence B. Sheridan, Superintendent
Maryland State Police
Date: 3/18/09

Neil J. Pedersen, Administrator
State Highway Administration
Date: March 5, 2009

Witness
Date: 3/18/09

Witness
Date: 3/5/09

Approved as to Form and Legal Sufficiency

Mark H. Bowen, Esquire
Assistant Attorney General
Maryland Department of State Police
Date: 3/18/09

Approved as to Form and Legal Sufficiency

Michael Kenney, Esquire
Assistant Attorney General
Maryland State Highway Administration
Date: 3/4/09

OOC55 03/01/04

MARYLAND STATE HIGHWAY ADMINISTRATION

TIMESHEET FOR USE OF OFF-DUTY POLICE IN WORK ZONES

Use of Off-Duty Police in Work Zones must be approved in advance by an SHA District Engineer (or other Senior Manager) or Designee.

Contract No. / FMIS No: _____ MSP Z-No: _____

Project Location: _____

Initiating Index: _____

Date of Service: _____

Arrival Time	Departure Time	Hours Charged	Badge Number	Name of Trooper (Print)	Trooper's Signature

SHA On-Site Representative: _____
(Printed)

SHA Project Engineer: _____
(Signature)

FOR CANCELLATION USE ONLY

Date of Cancellation: _____ Time of Cancellation: _____ ☐ AM ☐ PM

Reason for Cancellation: _____

MSP Notified: ☐ Yes ☐ No Time of Call: _____ ☐ AM ☐ PM

Date Modified: _____

MSP Phone Number: (___) _____

MSP Notified of Cancellation by: _____

Reschedule Date: _____ Time: _____ ☐ AM ☐ PM

Note: MSP Troopers are guaranteed four hours of overtime for arriving at the work site, when not notified of a scheduling change.

Original: Project Engineer
Duplicate: Trooper/Police Officer

Maryland State Highway Administration
Standard Operating Procedures for
Requesting Maryland State Police in Work Zones

The following document is to be used by Maryland State Highway Administration (SHA) personnel for obtaining off-duty Maryland State Police (MSP) Troopers in Work zones.

The need for a MSP Trooper may be realized during preparation of the Traffic Control Plan (TCP), pre-construction conference, or during construction/maintenance operations. Once the need has been identified the following steps should be taken to request an off-duty MSP Trooper.

1) Project Engineer or his/her designee must fill out the Maryland State Highway Administration's Maryland State Police Criteria for Use Form (SHA Criteria for Use Form) and Maryland State Police Contract for Extraordinary Law Enforcement Services (Form MSP 198A).
2) The SHA Criteria for Use Form and Form MSP 198A must be submitted to the District Engineer (or other SHA Senior Manager) or his/her designee for approval. The designee of the District Engineer (or other SHA Senior Manager) shall not be at a level lower than an Assistant District Engineer or Division Chief.
3) After approval by the District Engineer (or other SHA Senior Manager),
   a) Copies of the SHA Criteria for Use Form should be forwarded to the Chief Engineer – Operations, Director of the Office of Traffic and Safety, and the Project Engineer.
   b) The appropriate MSP Barrack should be contacted and advised that you are sending by fax the completed and signed Form MSP 198A for their signatures and approval. MSP will provide SHA with a Z-Number and this number should be placed on the SHA Criteria for Use Form.

   The request must be received by MSP at least seventy-two (72) hours in advance of the requested time of service.
4) Any change in scheduling shall be provided to the MSP Barrack at least twenty-four (24) hours in advance. The responding Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignment.
5) In the event that the responding MSP Trooper appears at the work site without being notified of any changes, then **four (4)** hours of the Trooper's time may be charged to the project.
6) In the event MSP Troopers are unavailable, the SHA may request the services of the County or Municipal Police. All requests for the use of County or Municipal Police must be approved by the District Engineer (or other SHA Senior Manager).
7) Upon arriving and prior to leaving the work site, the MSP Trooper(s) must sign in/out with the Project Engineer or his/her designee.
8) Should the MSP Trooper need to leave the work zone, he/she will make every effort to notify the Project Engineer. If the MSP Trooper is unable to contact the Project Engineer before leaving the work zone, the Project Engineer shall note on the timesheet that the MSP Trooper did not return to the project office to complete the sign-out portion of the timesheet.
9) The Trooper(s) assigned to a project should be an off-duty Trooper(s) in full uniform with approved (ANSI/ISEA 107-2004) high-visibility safety apparel or its equivalent, and with a marked police car with all of the usual police equipment. Beginning January, 2010, the Trooper(s) assigned to a project should have completed SHA's Work Zone Law Enforcement Training Course or an SHA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years.
10) Typical tasks and duties of the MSP Work Zone enforcement personnel will be reviewed by the Engineer with the MSP and the contractor in advance of commencing work.
11) A sense of team work is important. If a Trooper is prohibited from performing a certain task due to MSP policy or procedures, or otherwise fails to perform in a manner expected by the District Engineer, this is to be brought to the attention of the Director – Office of Traffic and Safety, who will resolve the matter with the Chief of Operations Bureau, MSP.
12) All time charges are calculated from the time of arrival at the work site to the time of departure from the work site.
13) The Project Engineer shall forward a copy of the completed MSP Trooper(s) timesheet to the District Office (or other appropriate SHA Office) within seven (7) days of the Date of Service.
14) When submitting a bill to the SHA, MSP shall include a spreadsheet that includes the hours worked by the Trooper(s) as obtained from the Trooper(s) timesheet. The spreadsheet must also include the information noted on the timesheet, such as the SHA Financial Management Information System (FMIS) number or SHA Project Number, initiating index, date of service, hours charged, name of SHA project engineer, name of Trooper, Trooper's badge number, etc. Provide this information with all billing statements to ensure approval by SHA.
15) To the extent practical, the SHA will report any discrepancies to MSP within 90 days of receiving the invoice.
16) The SHA shall receive all invoices within 180 days of the Date(s) of Service.
17) The SHA shall submit payment to MSP within thirty (30) days of receiving the bill.

APPENDIX

Maryland State Highway Administration
High Visibility Apparel Policy
Revision #2

Recommended by:

Douglas R. Rose
Deputy Administrator,
Chief Engineer for Operations

Date: June 28, 2007

Approved by:

Neil J. Pedersen
Administrator

Date: 7/2/07

1. BACKGROUND

1.1 Research demonstrates that high visibility garments have a significant impact on the safety of employees who work on highways and rights-of-way.

1.2 In addition, high visibility garments may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

2. STATEMENT OF POLICY

2.1 The High Visibility Safety Apparel Policy provides a standardized apparel program.

2.2 The program seeks to improve the visibility of all persons who work on Maryland State Highway Administration (SHA) highways and rights-of-way.

2.3 All apparel shall contain the appropriate label identifying the class.

2.4 Compliance with this policy becomes effective beginning January 1, 2006. All affected employees shall receive high visibility apparel awareness training prior to the effective date of this policy.

3. APPLICABILITY

3.1. This policy applies to all SHA employees and all other persons who work on Maryland state highways and rights-of-way. All workers shall wear a minimum of Class 2 ANSI/ISEA 107/2004 apparel.

3.2. For State Highway Administration (SHA) employees, this apparel shall have a fluorescent yellow-green background material color and be the outermost garment worn.

3.3. Retro-reflective material color for State Highway Administration employees shall be silver or white and shall be visible at minimum distance of 1,000 feet. The retro reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment. The retro-reflective material maybe contrasted by fluorescent orange background material not to exceed one and one half inches on either side of the retro-reflective material.

3.4. Non-State Highway Administration employees shall wear approved Class 2 ANSI/ISEA 107/2004 apparel that is either fluorescent orange-red or fluorescent yellow-green background material color and be the outermost garment worn.

3.5. Retro reflective material color for non-State Highway Administration employees shall either be orange, yellow, white, silver, yellow-green, or fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. The retro reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment.

4. REFERENCES

4.1 ANSI/ISEA 107/2004 standard – American National Safety Institute/International Safety Equipment Association

4.2 MUTCD 2003 – Manual for Uniform Traffic Control Devices – Sections 6D.03B and 6E.02

4.3 Visibility Research – The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

5. DEFINITIONS

5.1 Apparel – The outermost high-visibility garment worn by employees who work on Maryland SHA highways and rights-of-way.

5.2 Highways – all Maryland roads owned by the Maryland Department of Transportation and maintained by the State Highway Administration.

5.3 High Visibility – The ability for workers to be distinguishable as human forms to be seen, day and night, at distances that allow equipment operators and motorists to see, recognize, and respond.

Maryland State Highway Administration
MARYLAND STATE POLICE
-CRITERIA FOR USE-

The use of off-duty Maryland State Police (MSP) and their vehicles may be used to enhance the safety of our employees, the contractor's employees, and/or the traveling public.

The District Engineer (or other SHA Senior Manager) or his/her designee must approve any use of MSP by affixing their signature to this criteria indicating the reason for their use.

Additionally, the use of MSP must be reported to the Chief Engineer's office as well as the Office of Traffic and Safety upon approval of the District Engineer.

Justification for Request:

- ☐ Major construction projects.
- ☐ Full roadway or major ramp closures on expressways/freeways required for temporary maintenance.
- ☐ Closure of two or more lanes on urban freeways or expressways.
- ☐ To complement reduced speed signs where reduced speed is desired.
- ☐ Work zone situations involving short term or momentary traffic flow disruptions such as those caused by the erection of overhead structures, the moving of large construction equipment, and signal swap-overs along busy arterials.
- ☐ Work areas in which driver error and/or inattentiveness may result in erratic maneuvers, such as those involving temporary median crossover, temporary bypass roads, areas with new and / or unusual traffic patterns.
- ☐ Other: _____

_____

Trooper Schedule, Location and Duties:

☐ Temporary Traffic Control Assistance (e.g. rolling road block) ☐ Monitoring/Presence

☐ Enforcement (e.g. Citations/Warnings) ☐ Other (e.g. mobile operations) _____

Number of Troopers: _____ Beginning Time: _____ AM/PM Ending Time: _____ AM/PM

Project Location: _____

Approval:

Date of Request: _____

Job Date: _____ Number of Troopers Requested: _____

Recommended by: _____ Approval by: _____
(District Engineer)

Title: _____

Date: _____ Date: _____

For SHA Office Use Only

SHA FMIS Number: _____ MSP Z-Number: _____

MSP Barrack Contacted: _____ MSP Contact Person: _____

MSP Available: Yes ____ No ____ If no, Department of Local Police Contacted: _____

cc: Chief Engineer for Operations
Director, Office of Traffic and Safety

OOTS02 Revised – 8/24/07

MARYLAND STATE POLICE

CONTRACT FOR EXTRAORDINARY LAW ENFORCEMENT SERVICES

Parties 1 _____ ("Requesting Party")

2 The Maryland Department of State Police ("Department")

The parties agree that the Requesting Party shall pay the Department to provide extraordinary law enforcement services pursuant to the terms of this contract as set forth below.

1. Description of Service: _____

2. **Date(s) of Service:** Start: End: | **Time of Service:** Start: hrs End: hrs

3. The location(s) the services are to be performed at: _____

4. The anticipated cost of the extraordinary law enforcement service is:
   - Overtime Cost not to exceed:..... **$63.96** per hour
   - Indirect Cost Recovery Rate: ..... **30.54%** of Overtime costs
   - Use of Agency Vehicle: .... **$8.50** per hour, if applicable

   NOTE: If you are prohibited or restricted by law from paying the30.54% indirect cost, you must submit certified documentation of such restriction prior to MSP completing this contract.

5. The Department shall submit its bill to:
   Name: .....
   Position:.....
   Telephone: .
   Address: ....
   .....

6. Upon billing by the Department, the Requesting Party shall promptly pay the cost of the services described herein. "Promptly pay" as used herein shall mean thirty (30) days from the date of billing.

7. For purposes of this Contract and the execution of its terms, the parties agree that the employees of each, for purposes of liability, shall remain the employee of the respective party. It is not the intention of either party to either limit or expand any of the immunities and defenses currently applicable to law enforcement officers or employees of their respective employers.

8. Either party may terminate this Contract for any reason by giving the other party prompt notice of the intention to do so. This notification provision shall not prohibit the Department from immediately terminating this Contract or reassigning law enforcement personnel assigned to this contract to other duties as emergencies may require.

9. This Contract shall be construed, governed and enforced in accordance with the laws of the State of Maryland.

10. This Contract has no exhibits, contains all the agreements, conditions and understandings made between the parties and supercedes all prior written and oral agreement between them with respect to the matter discussed herein.

11. Each individual executing this Contract on behalf of a party represents and warrants that such individual is duly authorized to execute and deliver this Contract on behalf of the party the individual purports to represent and that this Contract is enforceable against either entity in accordance with its terms.

For the Requesting Party

By:_____ (signature)
Printed Name:.....
Position:.....

Witness: _____ (signature)
Printed Name:.....

For the Department of State Police

By:_____ (signature)
Printed Name:.....
Position:.....

Witness: _____ (signature)
Printed Name:.....

This is to certify that this contract was prepared by or under the supervision of the undersigned Maryland attorney, and approved as to form and legal sufficiency: *Betty Stemley*

Betty Stemley
Assistant Attorney General
Maryland, Department of State Police

Maryland State Highway Administration
Contract for Extraordinary Law Enforcement Services using Local Police Agencies

Parties 1 The Maryland State Highway Administration ("SHA")

2 _____ ("Department of Local Police")

The parties agree that the SHA shall pay the Department of Local Police to provide extraordinary law enforcement services pursuant to the terms of this contract as set forth below.

1. Description of Service: _____
2. Date of Service: Beginning: _____ and Ending: _____
   on each day at times from: _____ to: _____
3. The location the services are to be performed: _____
4. The anticipated cost of the extraordinary law enforcement services is: _____ (May not exceed $92.98 per hour, per Officer.)
5. The Department of Local Police shall submit its bill to: Name: _____
   Position: _____ Telephone: _____
   Address: _____

6. The SHA shall receive all invoices within 180 days of the Date of Service. Upon billing by the Department of Local Police, the SHA shall promptly pay the cost of services described herein. "Promptly pay" as used herein shall mean thirty (30) days from the date of billing.

7. All employees of SHA and the Department of Local Police working under this Agreement shall remain employees of their respective agency for all purposes, including but not limited to liability. All immunities and defenses applicable to the State, its agencies, its political subdivisions, its municipalities, and/or law enforcement officers or employees, including but not limited to sovereign immunity, are preserved and shall be unaffected by this agreement.

8. Either party may terminate this Contract for any reason by giving the other party prompt notice of the intention to do so. This notification provision shall not prohibit the Department of Local Police from immediately terminating this Contract or reassigning law enforcement personnel assigned to this Contract to other duties as emergencies may require.

9. This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Maryland.

10. This Contract has no exhibits, contains all agreements, conditions, and understandings made between the parties and supercedes all prior written or oral agreements between them with respect to the matter discussed herein and requires the Department of Local Police to abide by the following requirements:

    a. The Officer(s) assigned to a project will be an off-duty Officer(s) in full uniform, with approved (ANSI/ISEA 107-2004) high-visibility safety apparel or its equivalent, and with a marked police car with all of the usual police equipment.
    b. Beginning January 2010, the Officer(s) assigned to a project should have completed SHA's Work Zone Law Enforcement Training Course or an SHA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years. It is the responsibility of the Department of Local Police to ensure that Officer(s) assigned have completed the SHA course.
    c. Officer(s) will perform normal police related activities, including radar and speed enforcement, along the approaches to and throughout the Work Zone in order to enforce the law and help regulate, warn, and control traffic movements.
    d. The Officer(s) will be responsible for signing in/out with the Project Engineer or his/her designee at the time of arrival/departure from the work site. The Officer(s)'s time begins when he/she signs in at the Project Office and ends when he/she signs out (i.e. Travel Time is NOT included and will not be reimbursed).
    e. The Officer(s) at the site will be under the command of their Commanding Officer. The Officer(s) will cooperate as much as possible with SHA traffic, construction, and maintenance staff, especially in terms of specific locations in which to set up, and will respond to reasonable requests. A sense of team work is important.
    f. It is understood by the SHA that the law enforcement duties of the Officer(s) take precedence over the services provided under this Agreement. Should an Officer(s) be called to active duty status outside of the work zone, the Officer(s) although not required will make every effort to notify the SHA and the Department of Local Police will not be responsible for any incidents that occur within the work zone while the Officer(s) is away. The Department of Local Police will make every effort to ensure that the Officer(s) returns to the work zone as soon as possible. Furthermore, the SHA is not responsible for reimbursing the Department of Local Police for the Officer(s)'s time while away from the work zone.
    g. Should the Officer need to leave the work zone, he/she will make every effort to notify the Project Engineer. If the Officer is unable to contact the Project Engineer before leaving the work zone, the Project Engineer shall note on the State Highway Administration Timesheet

for use of Off-Duty Police in Work zones that the Officer did not return to the project office to complete the sign-out portion of the timesheet.

h. The Officer from the Department of Local Police shall confirm his/her assignment with SHA no more than two (2) hours prior to the scheduled Time of Service. Should an Officer from the Department of Local Police arrive at the work site without proper notification the SHA agrees to reimburse the Department of Local Police for four (4) hours of work.

i. Reimbursement for the use of personnel's time shall be paid on an hourly basis per officer utilized. The Officer(s)'s time begins when he/she signs in at the Project Office and ends when he/she signs out.

j. All costs incurred as a result of this agreement shall be charged to a project account to be established through normal accounting procedures and these costs shall be at the mutually agreed upon rate. All payments made shall be considered as full compensation for services rendered, as annotated on the reimbursement request, and as mutually agreed upon. Billing shall occur on a monthly basis.

k. When submitting a bill to the SHA, the Department of Local Police shall include a copy of the completed State Highway Administration Timesheet for Use of Off-Duty Police in Work zones attached to the bill. All bills submitted to the SHA must include the SHA Financial Management Information System (FMIS) number or SHA Project Number on them. The SHA will not approve any billings that do not include a copy of the timesheet. If the Officer(s) is called into service before completing the scheduled service to SHA and thus not receiving a copy of the complete timesheet, SHA will accept a copy of the Officer's log as evidence for the hours worked.

11. Each individual executing this Contract on behalf of a party represents and warrants that such individual is duly authorized to execute and deliver this Contract on behalf of the party the individual purports to represent and that this Contract is enforceable against either entity in accordance with its terms.

For the SHA:

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

District Engineer Position: _____

For the Department of Local Police:

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

Position: _____ Position: _____