

# **ATTACHMENT A**

## **SCOPE OF SERVICES**

### **REGIONAL DWI TASK FORCE**

The following provisions apply to the performance of services under the Regional DWI Task Force Subcontract Agreement, hereafter “Agreement”. Houston–Galveston Area Council is hereafter referred to as the “Subgrantee”, and all participating local jurisdiction law enforcement agencies as hereafter referred to as “Subcontractor”.

- A. The Subgrantee will serve as the administrator of the DWI STEP Grant under the Agreement. Subgrantee will be responsible for the following activities:
  - 1. Schedule pre-enforcement period meetings with Subcontractors to discuss participation, protocols, and operational considerations;
  - 2. Schedule post-enforcement period meetings to debrief Subcontractors regarding enforcement activities;
  - 3. Determine the number of Subcontractor personnel that participate during each enforcement period;
  - 4. Collect requests for reimbursement, along with supporting documentation;
  - 5. Submit requests for reimbursement to the State;
  - 6. Reimburse Subcontractor for work performed upon receipt of funds from the State;
  - 7. Report on DWI Task Force performance to the State and Subcontractors.
- B. Subcontractor may participate in any or all of the following enforcement periods provide sufficient funds are available in the Subcontractor budget of this Agreement:
  - 1. Memorial Day – May 22, 2018 - June 4, 2018
  - 2. July 4<sup>th</sup> – June 28, 2018 - July 15, 2018
  - 3. Labor Day – August 17, 2018 - September 3, 2018
- C. Subcontractor will be expected to assist Subgrantee in carrying out all performance measures established in the Agreement.
- D. Subcontractor will be expected to submit all required reports to Subgrantee fully completed with the most current information, and within the required times, as defined in

this Agreement, and as required by TxDOT. This includes reporting to Subgrantee on progress, achievements, and problems in post-operational Performance Reports and attaching necessary supporting documentation for all costs claimed in requests for reimbursement.

- E. Subcontractor will be expected to attend Subgrantee and State grant management training, when required.
- F. Subcontractor will be expected to attend pre- and post-enforcement period meetings, and all special meetings requested by the State.
- G. Subcontractor will be expected to support public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the Agreement budget.
- H. Subcontractor must maintain proof of all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this Agreement and adhere to the respective overtime policies established by Subcontractor.
- I. Subcontractor will supply the following information, if applicable, to comply with local fund match requirements under this Agreement:
  - 1. Retirement Amount or Percentage
  - 2. Workers Compensation Insurance Rate
  - 3. Social Security Tax Rate
  - 4. Medicare Tax Rate
  - 5. Health Insurance Amount or Percentage
  - 6. Vehicle Mileage per Shift
  - 7. Indirect Cost Amount or Percentage
- J. Subcontractor will ensure that all personnel participating during an enforcement period complete a daily report form. The form should include at a minimum: name, date, badge or identification number, starting and ending mileage, hours worked, type of citation issued or arrest made, officer and supervisor signatures. Personnel must complete an overtime approval form signed by a supervisor or manager.

- K. Subcontractor will be required to identify supervising personnel for each shift being worked during an enforcement period.
- L. Subcontractor will ensure that no personnel above the rank of Lieutenant (or equivalent title) will be reimbursed for activities performed under this Agreement, unless the participating agency received specific written authorization from both Subgrantee and the State, prior to incurring costs.
- M. Reimbursement requests shall include all daily report forms, overtime approval forms, and copies of CAD system shift reports for the shifts worked during an enforcement period. The reimbursement submission must be certified by the Subcontractor's financial officer. Failure to submit this information in a timely manner will hold up reimbursements for all Subcontractors.
- N. Subcontractor may work additional enforcement hours on holidays or special events not covered under this Scope of Work. However, additional work must be approved in writing by Subgrantee and the State prior to the enforcement hours being worked. Additional hours must be reported in the Performance Report for the enforcement period for which the additional hours were worked.
- O. An enforcement shift shall be no longer than **eight (8) hours**. Shift length will be determined prior to the shift. However, if a related DWI arrest is made during a shift, and the arrest is not completed before the shift is scheduled to end, the Subcontractor personnel can continue working to complete that arrest.
- P. Subcontractor should have a safety belt use policy. If Subcontractor does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the period of this Agreement.
- Q. Subcontractor personnel working under this Agreement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing.
- R. Subcontractor should have a procedure in place for contacting and using drug recognition experts when necessary.
- S. Subcontractor will be expected to follow its own policies and procedures, as well as to enforce and comply with all federal, state, and local laws and regulations.