



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2024
AGENDA ITEM #8

Discuss and consider approving an agreement with Travis County Sheriff's Office for roadside enforcement services in support of the Mobility Authority's habitual violator program

Strategic Plan Relevance:	Collaboration, Stewardship
Department:	Operations Department
Contact:	Tracie Brown, Director of Operations
Associated Costs:	not to exceed \$475,000
Funding Source:	FY 2025 Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description/Background: Most Mobility Authority customers pay for their toll usage promptly, either by electronic toll tag or through our courtesy Pay By Mail program. Non-payers undermine the ability of the Mobility Authority to pay back its bonds and finance future projects. It also presents an unfair burden to the paying customers.

Chapter 372 of the Texas Transportation Code provides enforcement tools for egregious toll violators. This statute authorizes additional remedies for "habitual violators," those who have accumulated 100 or more unpaid tolls in aggregate in a 12- month period and have been issued two notices of nonpayment that continue to go unpaid. The remedies include publication of the toll scofflaw's name, a vehicle registration block and a ban of the vehicle's use of the entity's toll facilities. In addition, traffic citations and vehicle impoundment are possible for those who violate the vehicle prohibition.

Action requested: Through an off-duty agreement with the Travis County Sheriff's Office, the Authority will contract for marked law enforcement vehicles, uniformed law enforcement officers, and all vehicular equipment necessary to identify offenders and enforce Texas Transportation Code Section 372 violation of an order prohibiting the operation of motor vehicles on CTRMA-operated toll facilities within Travis County or adjacent counties as permitted when the following criteria are met:

- i. the registered owner of the vehicle has been finally determined to be a habitual violator; and
- ii. the toll project entity has provided notice of the prohibition order to the registered owner.

Specific operations include active law enforcement, identifying and stopping certain vehicles via the use of license plate information provided by CTRMA, 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. Additional active law enforcement may include arrests, perpetrator transportation, impounding of vehicles, etc. The supervising officer will be required to provide written monthly reports noting the enforcement hours and a summary of the violations issued during the targeted enforcement period.

The \$85 hourly rate or “donation” for these services are prescribed by Travis County’s standard *Application for Secondary Employment of Law Enforcement*. A separate “donation” of \$20 per hour is required for the use of Travis County-owned vehicles. The combined Travis County rates are in line with that paid to Williamson County and its deputies for the same service.

The term of the proposed agreement will begin after full execution and terminate on December 31, 2024. TCSO will require execution of a new six-month agreement on January 1, 2025, which will conclude on June 30, 2025. The Agreement may be terminated by mutual written agreement, or after either party gives notice to the other party, whichever occurs first.

Previous Actions & Brief History of the Program/Project: In July 2019 the Mobility Authority’s Board of Directors authorized the Executive Director to negotiate agreements with Travis and Williamson Counties for habitual violator enforcement services. The Williamson County Commissioner’s Court approved a standard agreement for off-duty contracting of county constable deputies in December 2019 which sets an \$8 hourly rate for vehicle use and deputies be paid by the Mobility Authority directly as independent contractors.

Active on-road enforcement with those deputies began in February 2020. Enforcement was briefly halted in March 2020 for a 3-month period as the Deputies were required to focus on COVID-related matters for the county. Enforcement resumed in June 2020. The election of a new Constable in Precinct #1 necessitated the execution of a new ILA with Williamson County in December 2020 to continue these services.

In August 2021, the Board authorized the Executive Director to execute an off-duty agreement with the Travis County Sheriff's Office to provide on-road enforcement services. These services support the Authority's habitual violator program and allow the detainment of vehicles expressly prohibited by the Board from utilizing the Authority's toll facilities due to their unpaid toll obligations.

Because procurement of road enforcement services does not precisely align with normal acquisition of good and services, a change to the Mobility Authority's *Policy Code* was also approved to add these services to the list of items allowed under discretionary exemptions.

Financing: FY 2025 Operating Budget

Staff Recommendation: Staff recommends authorizing agreements with the Travis County Sheriff's Office for habitual violator road enforcement services.

Backup provided: Draft Resolution
TCSO Application for Secondary Employment of Law Enforcement
TCSO Vehicle Agreement
TCSO Liability Agreement

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 24-0XX

**AUTHORIZING AGREEMENTS WITH THE TRAVIS COUNTY SHERIFF'S OFFICE
FOR HABITUAL VIOLATOR ROAD ENFORCEMENT SERVICES**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) requires law enforcement services to enforce the Habitual Violator Program; and

WHEREAS, local law enforcement agencies have programs to allow third-parties to request off-duty services such as toll road enforcement but do not regularly respond to solicitations for these types of services; and

WHEREAS, the Travis County Sheriff's Office has indicated it is interested and willing to provide law enforcement services to the Mobility Authority through its off-duty program; and

WHEREAS, pursuant to Section 401.0061 of the Mobility Authority Policy Code, law enforcement services are exempted from competitive procurement requirements; and

WHEREAS, the Executive Director recommends and requests that he be authorized to take all actions necessary to enter into agreements with the Travis County Sheriff's Office for toll road enforcement services up to a cumulative amount not to exceed \$475,000 through their off-duty employment program.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes and directs the Executive Director to take all actions necessary to enter into agreements with the Travis County Sheriff's Office for toll road enforcement services up to a cumulative amount not to exceed \$475,000 through their off-duty employment program in support of the Habitual Violator Program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2024.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, Board of Directors



**Agreement With Regard To Use of Vehicle(s) In Connection
With Off Duty Employment of County Peace Officer(s)**

This Agreement is made and entered into by and between the following parties: Travis County, acting by and through the Travis County Sheriff's Office (hereinafter referred to as "COUNTY"), and _____, (hereinafter referred to as "CONTRACTOR").

CONTRACTOR will employ one or more off-duty officers to provide security services/traffic control services, etc. The services to be provided will involve the use of one or more COUNTY vehicles. The Sheriff has determined that the use of the COUNTY vehicle(s) will serve a public purpose (conserve the peace, protect life and property, ensure the public safety, etc.). To ensure that the public purpose is met, the Sheriff will at all times retain control over the vehicle(s). CONTRACTOR will compensate the off-duty officer(s) directly in accordance with a separate agreement or understanding entered into between the CONTRACTOR and the officer(s). CONTRACTOR will reimburse COUNTY \$20.00 per hour for use of the COUNTY vehicle. The parties agree that such reimbursement shall be deemed a donation to the COUNTY under section 81.032 of the Texas Local Government Code.

Job Date(s): _____

Job Location(s): _____

CONTRACTOR

COUNTY

Authorized Agent Signature

Authorized Agent Signature

Printed Name

Craig Smith

Printed Name

Position

Major

Position

Date

Date

Job No.: _____



THE TRAVIS COUNTY SHERIFF'S OFFICE RESERVES THE RIGHT TO DENY ANY REQUEST
APPLICATION FOR SECONDARY EMPLOYMENT OF LAW ENFORCEMENT

5555 Airport Blvd., Austin, Texas 78751, Desk: (512) 854-7271 - Fax: (512) 854-4554 - E-mail: off.duty@traviscountytx.gov

PERSON/BUSINESS/ORGANIZATION HIRING OFFICER: _____

ADDRESS (No PO Box): _____ City: _____ State: _____ Zip: _____

PERSON SUBMITTING APPLICATION: _____ BUSINESS PHONE: _____ PHONE: _____

E-MAIL: _____ DRIVER'S LICENSE/STATE: _____ SSN OR TAX ID: _____

TRAFFIC SECURITY NO. OF DEPUTIES*: _____ NO. OF VEHICLES*: _____ NO. OF EXPECTED GUESTS: _____

*WE WILL MAKE THE FINAL DETERMINATION ON NUMBER OF OFFICERS AND UNITS. WILL ALCOHOL BE AVAILABLE: Yes No

TEMPORARY PERIODICALLY (throughout year) FOR THIS CALENDAR YEAR

START DATE: _____ END DATE: _____ START TIME: _____ END TIME: _____ EVENT TITLE: _____

OFFICERS NEEDED FOR: _____

JOB LOCATION (include facility name and address): _____

JOB SITE POINT OF CONTACT: _____ CELL PHONE: _____

COMMENTS: _____

FROM THIS POINT FORWARD TRAVIS COUNTY SHERIFF'S OFFICE IS REFERRED TO AS TCSO, APPLICANT IS REFERRED TO AS CONTRACTOR.

ALL REQUESTS ARE SUBJECT TO APPROVAL: The Sheriff, acting personally or through a designee, reserves the right to deny any application for secondary employment of law enforcement.

TIMELINE SUBMISSION OF APPLICATION:

- Events under 500 people submit 30 days prior to event.
Events 500 - 1,000 people submit 60 days prior to event.
Events over 1,000 people, foot or bike races, submit 90 days prior to event.

OFFICER RESPONSIBILITIES: A TCSO Deputy's primary responsibility while working in a secondary employment capacity, is the enforcement of Federal and State laws and County ordinances; to protect life and property and to keep the peace.

Officers engaged in a secondary employment job will not refuse to assist any citizen requesting or needing assistance. Officers are expected to take necessary action in an attempt to assist citizens in need of help by calling on-duty officers, taking reports, effecting arrests, or providing any other services related with the duties of a peace officer.

CONTRACTOR'S RESPONSIBILITIES: The Contractor agrees to hold harmless TCSO and all TCSO personnel from losses of any kind caused while at the site of the secondary employment. All traffic control jobs must be approved by the jurisdictional authority, such as and not limited to the Texas Department of Transportation or Travis County Transportation and Natural Resources before we allow our officers to work.

REVOCAION OF APPROVED APPLICATIONS: The application/contract can be canceled at any time by the TCSO or the Contractor for no reason. Cancellation notice must be in writing by letter or email. Examples for revocation are for informational purposes only and are not intended to be exclusive of other reasons not contained therein: a conflict of interest develops between the County and the Contractor; non-payment of officers; Contractor is arrested; the Contractor is under investigation by the District or County Attorney's Office, or any Law Enforcement Agency for violations of law; the Contractor refuses to cooperate with an investigation related to the secondary employment job; the job becomes controversial, such as labor or civil disputes.

RATES: Payment due upon service rendered, or no later than 2- weeks for long-term contracts.

COUNTY-OWNED VEHICLES: \$20 per hour with a 2-hour minimum.

OFFICERS: \$50 per hour: General Security. 4-hour minimum for all rates, except Contract Coordinator.

\$53 per hour: Police Bicycle Certified Officers

\$50 per hour: Contract Coordinator. The coordinator may charge this rate for administrative duties performed.

\$60 per hour: Emergency requests received with less than 2 business days notice.

\$60 per hour: Supervisors when required. Requirement is determined by complexity of request.

\$65 per hour: Holidays: New Years Eve, New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, and Christmas Day.

CANCELLATIONS: Any cancellation made after 4:00 PM Central Standard Time on the business day prior to the Contractor's scheduled event will result in a cancellation fee, equal to 4 hours at applicable Officer Pay Rate per scheduled Officer. Contractor must receive confirmation of receipt of cancellation request from TCSO to avoid cancellation fee.

CONTRACTOR

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

[THIS SECTION FOR TCSO USE ONLY]

MAJOR SIGNATURE: _____ DATE: _____ APPROVE DENY CONTRACTOR ID: _____

MAJOR COMMENTS: _____ JOB ID: _____

COORDINATOR ASSIGNED: _____

**LIABILITY AGREEMENT FOR
LAW ENFORCEMENT RELATED SECONDARY EMPLOYMENT**

For and in consideration of the permission given by the Travis County Sheriff's Office (hereinafter TCSO) for _____ (hereinafter called CONTRACTOR) to engage as independent contractors employees of the TCSO (hereinafter EMPLOYEES), while said EMPLOYEES are not on duty with and for the TCSO, it is agreed as follows:

1. It is mutually agreed that while the EMPLOYEE performs services for the CONTRACTOR as an independent contractor, said EMPLOYEE is not acting as an employee of TCSO.

2. The CONTRACTOR, binding its heirs, administrators, executors, estate, successors, and assigns, hereby agrees to indemnify, protect, defend, and hold harmless Travis County, TCSO, and their elected officials, officers, employees and agents (the "Releasees") from any and all damages, including without limitation: interest, court costs, attorney's fees and other expenses which the Releasees may incur or become liable for as the result of any claim, demand, obligation, liability suit or cause of action arising in whole or part from the work of said EMPLOYEES for the CONTRACTOR, whether or not such claim, demand, or suit be frivolous, and whether or not it be made or brought by the CONTRACTOR or by a third person or entity.

3. It is understood by CONTRACTOR that TCSO shall retain the right to withdraw at any time its permission for its EMPLOYEES to work in a private capacity. If the permission of TCSO is withdrawn, the CONTRACTOR agrees to terminate its contracting relationships with said EMPLOYEES. The CONTRACTOR, as part of this agreement binds itself to release and hold harmless the Releasees from any liability or claim for damages in the event such permission is withdrawn by the TCSO.

4. The CONTRACTOR shall maintain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury.

5. This Agreement shall remain in effect for a period of one (1) year from the date of the last signature below.

TCSO Major Signature

Date

Employer or Authorized Agent of CONTRACTOR

Date