

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

RESOLUTION NO. 23-022

**APPROVING AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY FOR
HABITUAL VIOLATOR ROAD ENFORCEMENT SERVICES**

WHEREAS, by Resolution No. 18-059 dated October 31, 2018, the Central Texas Regional Mobility Authority (Mobility Authority) Board of Directors (Board) amended the Mobility Authority Policy Code to include the additional level of habitual violator enforcement as prescribed by Chapter 372 of the Texas Transportation Code; and

WHEREAS, pursuant to the habitual violator policy, the Board of Directors may prohibit the operation of a motor vehicle owned or leased by a person determined to be a habitual violator on all Mobility Authority toll roads. Vehicles that continue to operate on a Mobility Authority toll road after the prohibition are subject to ticketing and impounding; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services, including administrative functions; and

WHEREAS, by Resolution No. 20-091 dated December 16, 2020, the Board authorized the Executive Director to negotiate and execute an Interlocal Agreement on behalf of the Mobility Authority with Williamson County for habitual violator road enforcement on Mobility Authority facilities through September 30, 2023; and

WHEREAS, the Executive Director and Williamson County have negotiated a proposed interlocal agreement which is attached hereto as Exhibit A.

WHEREAS, the Executive Director requests that the Board authorize the execution of the proposed interlocal agreement with Williamson County for habitual violator road enforcement services on Mobility Authority facilities for a term of one (1) year, with two (2) automatic one (1) year renewals per the terms of the agreement.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to execute an interlocal agreement with the Williamson County for habitual violator road enforcement services on Mobility Authority facilities a term of one (1) year, with two (2) automatic one (1) year renewals in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2023.

Submitted and reviewed by:


James M. Bass, Executive Director

Approved:


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

Exhibit A

STATE OF TEXAS § STANDARD AGREEMENT WITH
 § LOCAL GOVERNMENTAL ENTITY
 § REGARDING OFF-DUTY
 § CONTRACTING OF COUNTY
 COUNTY OF WILLIAMSON § LAW ENFORCEMENT DEPUTIES

This interlocal agreement (hereinafter, the “AGREEMENT”) is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, “LGE”) in the State of Texas, and Williamson County, Texas (hereinafter, “COUNTY”) a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, “LEA”).

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the LEA (hereinafter “DEPUTIES”), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES’ primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE that differ from Federal and State Laws and County Ordinances and Regulations. To the extent applicable, the DEPUTIES shall enforce Texas Transportation Code, Chapter 372, Subchapter C regarding nonpayment of tolls and associated remedies. DEPUTIES are at all times subject to the rules and policies of the LEA. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is mutually agreed that the COUNTY shall retain the right to withdraw its permission for any individual deputy of the LEA at any time, and to withdraw its permission for all DEPUTIES to work in a private capacity upon 30 days written notice to the LGE. If the permission of the COUNTY is withdrawn for all DEPUTIES to work in a private capacity, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool 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. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE. Upon execution of this AGREEMENT, LGE shall provide the COUNTY with insurance certificates evidencing compliance with the insurance requirements herein.

4. The initial term of this AGREEMENT shall begin on October 1, 2023, and shall terminate on September 30, 2024, and will have two additional one (1) year automatic renewals. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days written notice to the other party. Unless such notice is provided, the AGREEMENT will automatically renew on October 1, 2024, and October 1, 2025.
5. State law requires that law enforcement personnel conducting “off-duty” work must be both “full time” and “entitled” to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and “reserve” officers may not conduct “off-duty” work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES’ vehicle usage at the rate of \$13.00 per hour per vehicle (to cover LGE’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE’s Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and LEA no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code (“Texas Prompt Payment Act”). Reporting must be submitted to:

LEA’S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor’s Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. No party hereto waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of Office: Central Texas Regional Mobility Authority

Signature: _____

Printed Name: James M. Bass

Title: Executive Director

Date: _____

LEA:

Williamson County Constable Pct 4
412 Vance Street, Suite 3
Taylor, TX 76574

Signature of Official: _____

Name of Official: Constable Paul Lee Leal

Date: _____, 20_____

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.