



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 26, 2023
AGENDA ITEM #6

Discuss and consider approving an interlocal agreement with Williamson County for habitual violator road enforcement services

| | |
|---------------------------|---|
| Strategic Plan Relevance: | Safety, Stewardship, Collaboration, Innovation, Service |
| Department: | Operations |
| Contact: | Tracie Brown, Director of Operations |
| Associated Costs: | Budgeted at \$200,000 for FY24 |
| Funding Source: | Operating budget |
| Action Requested: | Consider and act on draft resolution |

Background - The vast majority of Mobility Authority customers pay for their toll usage in a timely manner, either by electronic toll tag or through our courtesy Pay-By-Mail program. Non-payers weaken the Mobility Authority's ability to pay back its bonds and finance future projects. It also presents an unfair burden to the Mobility Authority's paying customers.

Chapter 372 of the Texas Transportation Code provides enforcement tools for egregious toll violators throughout Texas. This chapter of state law authorizes additional remedies for "habitual violators," defined as those who have accumulated 100 or more unpaid tolls in aggregate in a 12-month period and who have been issued at least two notices of nonpayment. The remedies include publication of the habitual violator's name, a vehicle registration block, and a ban of the vehicle's use of the toll entity's tolled facilities. Traffic citations and vehicle impoundment are possible for those who violate the vehicle prohibition.

Current Action - Through an interlocal agreement ("ILA") with Williamson County, the Mobility Authority will contract for marked law enforcement vehicles, uniformed law enforcement officers, and vehicular equipment necessary to identify offenders and to

enforce violations of an order prohibiting the operation of motor vehicles on Mobility Authority -operated toll facilities as permitted by law when the following criteria are met:

- i) the registered owner of the vehicle has been finally determined to be a habitual violator by the Mobility Authority; and
- ii) the Mobility Authority 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 the Mobility Authority, 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 operations may include citations, warnings, arrests, perpetrator transportation, impounding of vehicles, etc. The law enforcement officers will be required to provide written monthly reports noting their enforcement hours and a summary of the violations issued during the targeted enforcement period.

The ILA with Williamson County specifies the constable deputies will serve as independent contractors for the Mobility Authority, and that those deputies will be compensated directly by the Mobility Authority. The ILA also covers the use of county vehicles for these services at a rate of \$13 per hour per vehicle to cover the costs for fuel, maintenance and automobile insurance premiums.

The term of the proposed ILA shall begin on October 1, 2023 and terminate on September 30, 2024. The ILA will have two one (1) year automatic renewals. The ILA may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party.

Previous Actions - 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.

Active on-road enforcement with the Williamson County Constable 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. To date, the Deputies have performed over 400 vehicle stops on 183A and assisted in the collection of \$300,000 in unpaid tolls and administrative fees from egregious violators.

Staff Recommendation - Staff recommends approving the Interlocal Agreement with Williamson County for habitual violator road enforcement services.

Backup Provided - Draft Resolution
Draft Interlocal Agreement

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

RESOLUTION NO. 23-0XX

**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:

Approved:

James M. Bass, Executive Director

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.