



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 16, 2020
AGENDA ITEM #6

Authorize the Executive Director to execute an interlocal agreement with Williamson County for habitual violator road enforcement services

Strategic Plan Relevance: Deliver Responsible Mobility Solutions that Respect the Communities We Serve: Deliver on Commitments to Our Customers and Our Investors; Employ a Collaborative Approach to Implementing Mobility Solutions

Department: Operations

Contact: Tracie Brown, Director of Operations

Associated Costs: not to exceed \$300,000

Funding Source: Toll Revenues

Action Requested: Consider and act on draft resolution

Summary:

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 undermine the ability of the Mobility Authority pay back its bonds and to finance future projects. It also presents an unfair burden to its paying customers.

Chapter 372 of the Texas Transportation Code provides enforcement tools for egregious toll violators throughout Texas. 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. 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. Traffic citations and vehicle impoundment are possible for those who violate the vehicle prohibition.

Current Action - Through an agreement with Williamson County, the Authority will contract for marked law enforcement vehicles, uniformed law enforcement officer, 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 Williamson 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 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 term of the proposed ILA shall begin after full execution and terminate on September 30, 2021. The ILA will have two one (1) year automatic renewals if both parties are in concurrence. The Agreement may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

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 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.

The election of a new Constable in Precinct #1 necessitates the execution of a new ILA with Williamson County to continue these services.

Staff Recommendation - Staff recommends granting authority to the Executive Director to negotiate and execute a new ILA for habitual violation 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. 20-0XX

**AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE
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, 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. 19-035, dated June 26, 2019, the Board of Directors authorized the Executive Director to negotiate and execute an interlocal agreement with Williamson County to retain the services of law enforcement officers for habitual violator road enforcement on Mobility Authority facilities; and

WHEREAS, the election of a new Constable in Williamson County Precinct #1 necessitates the execution of a new interlocal agreement with Williamson County to continue these services; and

WHEREAS, the Executive Director requests authorization to negotiate and execute an interlocal agreement with Williamson County for a term of up to three (3) years and in an amount not to exceed \$300,000 to retain the services of law enforcement officers for habitual violator road enforcement on Mobility Authority facilities.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to negotiate and execute an interlocal agreement with Williamson County for a term of up to three (3) years and in an amount not to exceed \$300,000 on behalf of the Mobility Authority in order to retain the services of law enforcement officers for habitual violator road enforcement on Mobility Authority facilities; and

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 16th day of December 2020.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

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

4. The term of this AGREEMENT shall begin on the _____, 2020 and shall terminate on September 30, 2021, and will have two one (1) year automatic renewals. If both parties are in concurrence, the AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY 2022.
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 CTRMA for the reimbursement amounts for DEPUTIES’ vehicle usage at the rate of \$8.00 per hour per vehicle (to cover CTRMA's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The CTRMA 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 CTRMA 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. CTRMA 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. CTRMA shall provide such vehicle time records to COUNTY and CONSTABLE’S OFFICE 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 CTRMA will pay such invoice pursuant Chapter 2251 of the Texas Government Code (“Texas Prompt Payment Act”). Reporting must be submitted to:

CONSTABLE’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. CTRMA agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. This AGREEMENT terminates at the end of the term specified in paragraph 4, by mutual written agreement of the parties, or 30 days after either party gives written notice of termination to the other party, whichever occurs first.
11. 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.
12. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Both parties do not waive, modify, or alter 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.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

Printed Name: _____

Title: _____

Date: _____, 20____

WILLIAMSON COUNTY CONSTABLE'S OFFICE:

Williamson County Constable Precinct No. _____

Printed Name of Official: _____

Signature of Official: _____

Date: _____, 20____

Address of Office: _____

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

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: Hon. Bill Gravell,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

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