



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

August 25, 2021  
**AGENDA ITEM #13**

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Discuss and consider (a) amending the Policy Code to exempt agreements for road enforcement services from competitive bidding or competitive proposal requirements and (b) authorizing agreements with the Travis County Sheriff's Office for habitual violator road enforcement services

Strategic Plan Relevance:	Deliver Responsible Mobility Solutions that Respect the Communities We Serve; Deliver of Commitments to Our Customers and Our Investors; Employ a Collaborative Approach to Implementing Mobility Solutions
Department:	Operations Department
Contact:	Tracie Brown, Director of Operations
Associated Costs:	not to exceed \$250,000
Funding Source:	FY22 Operating Budget
Action Requested:	Consider and act on draft resolution

**Project Description/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 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.

**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.

**Financing:** Operating Fund

**Action requested/Staff Recommendation:** 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 hourly rate or "donation" for these services are prescribed by Travis County's standard *Application for Secondary Employment of Law Enforcement*. Staff recommends a \$76 hourly rate for officers. 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 services.

The term of the proposed agreement will begin after full execution and terminate on December 31, 2021 at which point TCSO requires execution of a new agreement. The Agreement may be terminated by mutual written agreement, or after either party gives notice to the other party, whichever occurs first.

Local law enforcement agencies do not regularly respond to solicitations for off-duty services. Instead, they each have their own individual programs that allow third-parties to request off-duty services such as toll road enforcement. 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* is necessary to add these services to the list of items allowed under discretionary exemptions. The proposed policy code change is outlined below:

**401.0061 Discretionary Exemptions**

Procurement of the following items, services or leases may be exempted from competitive bidding or competitive proposal requirements established in this Chapter 4 if the board approves the exemption by motion or resolution:

- a) Items, services or leases that may be exempted from competitive bidding or competitive proposal requirements under Section 262.024, Local Government Code; and
- b) Law enforcement services.

Staff recommends (a) amending the Policy Code to exempt agreements for road enforcement services from competitive bidding or competitive proposal requirements and (b) authorizing agreements with the Travis County Sheriff's Office for habitual violator road enforcement services.

**Backup provided:** Draft Resolution  
Proposed Amendment to Policy Code Section 401.0061  
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. 21-0XX**

**AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 401.0061  
TO EXEMPT LAW ENFORCEMENT SERVICES FROM COMPETITIVE  
PROCUREMENT REQUIREMENTS AND 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, the list of goods and services that may be exempted from competitive procurement requirements pursuant to Section 401.0061 of the Mobility Authority Policy Code (Policy Code) does not currently include law enforcement services; and

WHEREAS, the Executive Director recommends that the Board of Directors amend Policy Code Section 401.0061 as shown in Exhibit A to provide a discretionary exemption from the Mobility Authority's competitive procurement requirements for law enforcement services; and

WHEREAS, subject to and concurrent with the amendment to Policy Code Section 401.0061, 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 \$250,000 through their off-duty employment program.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby amends Mobility Authority Policy Code Section 401.0061 to provide a discretionary exemption from the Mobility Authority's competitive procurement requirements for law enforcement services as shown in Exhibit A hereto; and

BE IT FURTHER 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 \$250,000 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 25<sup>th</sup> day of August 2021.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

# MOBILITY AUTHORITY POLICY CODE

## 401.0061 Discretionary Exemptions

~~A contract to purchase general goods or services that may be exempted under Section 262.024, Local Government Code, from competitive bidding or competitive proposal requirements otherwise made applicable to a county by the County Purchasing Act may be exempted from competitive bidding or competitive proposal requirements established by Article 3 of this chapter if the board exempts the contract by motion or resolution.~~

Procurement of the following items, services or leases may be exempted from competitive bidding or competitive proposal requirements established in this Chapter 4 if the board approves the exemption by motion or resolution:

- a) Items, services or leases that may be exempted from competitive bidding or competitive proposal requirements under Section 262.024, Local Government Code; and
- b) Law enforcement services.



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: \_\_\_\_\_ \*UNIFORM \*NON-UNIFORMED
WE WILL MAKE THE FINAL DETERMINATION ON NUMBER OF OFFICERS AND UNITS OR IF YOUR REQUEST WILL NEED UNIFORMED/NON-UNIFORMED OFFICERS.
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. Application approval is subject to guidelines set forth by TCSO Policies and Procedures. Local background checks are done on individuals requesting security for private functions.

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. DEPUTIES ARE PROHIBITED FROM ENFORCING HOUSE RULES. House rules are defined as rules that are not specifically authorized by state or federal law, and are typically rules of the Contractor. Officers shall follow all TCSO Policies and Procedures.

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. If permits are required, the Contractor must show proof of approved permits before officers are allowed to work. A Contractor's signature on this application serves as an acknowledgement of all information provided on our application.

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 is 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 and 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: - All officer rates have a 4-hour minimum. There is a cancelation fee of the minimum for officers and vehicles if you cancel with less than 24-business hours' notice. 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
\$53 per hour: for Police Bicycle Certified Officers.
\$60 per hour: long-term contracts - for requests received less than 48-business hours' notice for need of officer.
\$60 per hour: for requests for emergency situations received less than 48-business hours' notice.
\$60 per hour: for supervisors when required. Requirement is determined by complexity of request.
\$65 per hour: for holidays OR plain-clothed officers (specially trained officers utilized). Holidays are: New Years Eve, New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day- July 4th, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve and Christmas Day.
\$50 per hour: Contract Coordinator. The coordinator may charge this rate for administrative duties performed

CONTRACTOR SIGNATURE: \_\_\_\_\_ (If not electronically signed, print and date below:) PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

[THIS SECTION FOR TCSO USE ONLY]

MAJOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVE DENY CONTRACTOR ID: \_\_\_\_\_

MAJOR COMMENTS: \_\_\_\_\_ JOB ID: \_\_\_\_\_

COORDINATOR ASSIGNED: \_\_\_\_\_





**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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Job No.: \_\_\_\_\_

**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 hereby 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, to the extent permitted by applicable law and the Constitution of the State of Texas, and without waiving any immunity or other protections to which it may otherwise be entitled, 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. This Agreement shall remain in effect for a period of one (1) year from the date of the last signature hereon.

\_\_\_\_\_  
Employer or Authorized Agent of CONTRACTOR      \_\_\_\_\_  
Date (*if not electronically signed*)

\_\_\_\_\_  
Print Name (*if not electronically signed*)

SECTION FOR TCSO USE:	
Contractor ID:	
Job ID:	
Contract Period:	