



June 25, 2025 AGENDA ITEM #14

Discuss and consider approving an agreement with Travis County Sheriff's Office for law enforcement services in support of the Mobility Authority's habitual violator program, safety initiatives, and theft deterrence

Strategic Plan Relevance:	Collaboration, Stewardship
Department:	Operations Department
Contact:	Tracie Brown, Director of Operations
Associated Costs:	not to exceed \$475,000
Funding Source:	FY 2026 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 the Mobility Authority's 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 on 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 on 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.

Vandalism poses a significant threat to toll agencies, causing disruptions to critical infrastructure and financial losses. Damaged tolling equipment, signage, or communication systems can lead to operational inefficiencies, compromise safety, and increase maintenance costs, ultimately impacting revenue collection and the overall

customer experience. Beyond the immediate repair expenses, such acts can also erode public trust and divert resources from essential transportation improvements.

Action requested: Through an off-duty agreement with the Travis County Sheriff's Office (TCSO), the Authority will contract for marked law enforcement vehicles, uniformed law enforcement officers, and all vehicular equipment necessary to enforce the Authority's prohibition of the operation of motor vehicles on CTRMA-operated toll facilities within Travis County or adjacent counties as permitted when the following criteria are met: 1) the registered owner of the vehicle has been finally determined to be a habitual violator; and 2) the 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 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. The Agreement will also support safety initiatives and facilitate patrols of Mobility Authority toll roads and maintenance facilities in an effort to provide an additional layer of security and mitigate vandalism.

The \$90 hourly rate or "donation" for these services is 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, 2025. TCSO will require execution of a new six-month agreement on January 1, 2026, which will conclude on June 30, 2026. 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 set 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 three-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 the law enforcement services supporting the Mobility Authority's Habitual Violator program, safety initiatives and theft deterrence efforts. Staff further recommends authorizing the Executive Director to approve the necessary agreements such that the services will be provided through June 30, 2026.

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. 25-0XX

**AUTHORIZING AGREEMENTS WITH THE TRAVIS COUNTY SHERIFF’S OFFICE
FOR LAW ENFORCEMENT SERVICES IN SUPPORT OF THE MOBILITY
AUTHORITY’S HABITUAL VIOLATOR PROGRAM, SAFETY INITIATIVES, AND
THEFT DETERRENCE**

WHEREAS, the Central Texas Regional Mobility Authority (the “Mobility Authority”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, et. Seq. (the “RMA Rules”); and

WHEREAS, the Mobility Authority requires law enforcement services related to enforcement of the Habitual Violator Program, safety initiatives, and theft deterrence (the “Law Enforcement Services”); and

WHEREAS, the Travis County Sheriff’s Office (the “TCSO”) has indicated it is interested and willing to provide the 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 TCSO for the provision of the Law Enforcement Services through June 30, 2026, for up to a cumulative amount not to exceed \$475,000, through their off-duty employment program; and

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 TCSO for the provision of the Law Enforcement Services through June 30, 2026, for up to a cumulative amount not to exceed \$475,000 through their off-duty employment program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Nikelle Meade
Vice Chair, Board of Directors



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. 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 acknowledgment of all information provided on our application.

REVOCATION 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: \$85 per hour: General Security. 4-hour minimum for all rates, except Contract Coordinator.

\$88 per hour: Police Bicycle Certified Officers

\$85 per hour: Contract Coordinator. The coordinator may charge this rate for administrative duties performed.

\$95 per hour: Emergency requests received with less than 2 business days notice.

\$95 per hour: Supervisors when required. Requirement is determined by complexity of request.

\$100 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:

REV 10142022

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