



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 16, 2023
AGENDA ITEM #9

Discuss and consider approving an interlocal agreement with the Texas Department of Transportation for Highway Emergency Response Operation (HERO) services.

| | |
|---------------------------|--|
| Strategic Plan Relevance: | Collaboration, Safety, Service, Stewardship |
| Department: | Operations |
| Contact: | Tracie Brown, Director of Operations |
| Associated Costs: | Amount not to exceed \$6,041,675.64 for five years through August 31, 2028 |
| Funding Source: | Operating Budget / MoPac Revenue Fund |
| Action Requested: | Consider and act on draft resolution |

Project Description/Background: The Texas Department of Transportation (TxDOT) assumed responsibility for the Highway Emergency Response Operator (HERO) roadside assistance program in October 2017. Beginning October 2017, newly designed HERO trucks started patrolling I-35 in Hays County and US 183 in Del Valle. In December 2017, additional trucks began patrolling I-35 from Georgetown to Kyle, and US 183 from Lakeline Mall Drive to US 290. On January 1, 2018, services were expanded to include SH 71 and MoPac.

Today, the free Highway Emergency Response Operator (HERO) patrol operated by TxDOT and the Capital Area Metropolitan Planning Organization (CAMPO) covers 310 miles. The goal of the HERO program is to improve safety and keep traffic flowing in the greater Austin area. HERO services include:

- Relocating disabled vehicles to safety
- Removing minor crashes from the roadway
- Providing traffic and lane control at crash scenes

- Removing debris from travel lanes
- Changing flat tires
- Giving air to low tires
- Adding gasoline and water
- Performing minor vehicle repairs
- Jump-starting batteries
- Assisting first responders at crash scenes
- Providing drinking water and cell phone services to stranded motorists

Under their contract with TxDOT, Serco, Inc. manages and operates the HERO program. Serco provides all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to support the Highway Emergency Response Operator (HERO) roadside assistance program.

Current Action Requested: Recognizing a need for roadside assistance on its facilities, the Mobility Authority proposes to share in the cost of the expanded program for the 183A Toll, 290 Toll, 71 Toll, and MoPac North Express Lanes under an Interlocal Agreement (ILA) with the Texas Department of Transportation that details each parties' respective obligations. The cost sharing percentages are based upon the established share of roadway maintenance costs between TxDOT and the Mobility Authority. Based upon those calculations, the Mobility Authority's annual participation cost is \$1,208,335.13 if HERO services were extended to the four Mobility Authority facilities listed above.

The Mobility Authority staff has prioritized the need for HERO services and determined that the focus will remain on the MoPac North Express Lanes for the near term. It is anticipated that services for the Express Lanes will cost \$206,403.15 annually. A recommendation to expand the services to the 183A Toll, 290 Toll, and 71 Toll Lane, will be brought forth as need and funding are identified.

Today's action authorizes the Executive Director to finalize and execute an interlocal agreement with TxDOT in the form or in substantially the form of the attached interlocal agreement. The total amount of this agreement shall not exceed \$6,041,675.64. The new agreement will be effective for five (5) years through August 31, 2028. The agreement can be terminated by either party after 30 days' written notice.

Previous Actions & Brief History of the Program/Project: In August 2020 the Mobility Authority's board approved an Interlocal Agreement with TxDOT for HERO services. The total not to exceed amount was \$3,482,914.54; however, the contract scope was

limited to the MoPac Express lanes which reduced the total contract cost to \$443,486.61. The current ILA expires on August 31, 2023, necessitating today's consideration for renewal of the services.

Financing: Not Applicable

Action requested/Staff Recommendation: Staff recommends the Board approve the Interlocal Agreement with the Texas Department of Transportation for Highway Emergency Response Operation (HERO) services.

Backup Provided: Draft resolution
HERO Interlocal Agreement
HERO ILA - Attachment A - Scope
HERO ILA - Attachment B - Budget
HERO ILA - Attachment C - Terms & Conditions
HERO ILA - Attachment D - Resolution [cover page]
HERO Austin Service Area Map

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

RESOLUTION NO. 23-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE
HIGHWAY EMERGENCY RESPONSE OPERATION (HERO) PROGRAM**

WHEREAS, by Resolution No. 20-048, dated August 26, 2020, the Board of Directors approved Amendment No. 1 to the current interlocal agreement with the Texas Department of Transportation (TxDOT) for the administration the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas including Mobility Authority facilities through August 31, 2023; and

WHEREAS, TxDOT has proposed a new interlocal agreement in an amount not to exceed \$6,041,675.64 to cover HERO services on Mobility Authority facilities including 183A Toll, 290 Toll, MoPac Express Lane and 71 Toll Lane through August 31, 2028 on an as-needed basis; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the proposed interlocal agreement with TxDOT for HERO services on Mobility Authority facilities in an amount not to exceed \$6,041,675.64 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for HERO services in an amount to not exceed \$6,041,675.64 and authorizes the Executive Director to execute the interlocal agreement on behalf of the Mobility Authority 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 16th day of August 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
Central Texas Regional Mobility Authority (CTRMA) Local Government

II. PURPOSE: TxDOT, the Performing Agency, will provide Safety Service Patrol, the common term for HERO of the four highway segments identified by the Project Location Maps attached as Tx 1/Loop1/Mopac; 290 East Toll Rd/Manor Expressway; 183-A Toll Road; and SH 71 Express Toll Road. CTRMA will contribute to the costs TxDOT incurs to provide that service.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$6,041,675.64 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on August 31, 2028 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated August 16, 2023, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE
James Bass, Executive Director

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Marc D. Williams
Executive Director

ATTACHMENT A
Scope of Services

TxDOT, shall provide services for the Local Government for Fiscal Years (FY) 24 through FY 28.

Over the past several years, TxDOT Austin District and mobility partners have utilized Safety Service Patrol (SSP) services as an integral part of Traffic Incident Management (TIM). For various reasons, purchase orders for ownership and management of an SSP program called the Highway Emergency Response Operator (HERO) program have transferred to TxDOT from the Local Government, the regional mobility partner in Austin. As Traffic Management Systems (TMS) technologies and strategies have evolved, HERO has maintained its critical role in keeping roads clear. The TxDOT HERO Program for which the Purchase Order (PO) is awarded includes expanded Austin-area highway portions, as specifically set forth in Attachment E – Location Map Showing Projects. The TxDOT HERO Program will continue to use the existing HERO Program phone number, updated blue truck graphics, and operate through existing facilities at the Combined Transportation and Emergency Communications Center (CTECC) in East Austin.

TxDOT shall coordinate with the Local Government to issue a written Notice to Proceed (NTP) once the agreement has been executed. After the NTP is issued, TxDOT will require ramp up time of 60 days in order to get equipment in place to perform the work under a new PO.

TxDOT's written progress report shall describe activities during the reporting period; and overall status, including a percent complete for the task authorized by each active roadway.

TxDOT shall submit monthly invoices in a format acceptable to the Local Government. Invoices will be paid in accordance with the rates determined on Attachment B Budget, which is attached to this agreement.

TxDOT's vendor is to provide all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to provide Highway Emergency Response Operator (HERO) services on the Texas capital region roadways identified in Attachment E – Location Map Showing Projects. The services will minimize traffic congestion and improve highway safety by clearing damaged and disabled vehicles and debris from the travel lanes and providing traffic control and scene protection at incidents.

ATTACHMENT B

Budget

Annual Budget FY 2024, FY 2025, FY2026, FY2027, & FY 2028

The Local Government will reimburse TxDOT on a monthly basis after receiving an invoice for the established share of maintenance costs calculated under Table B-1 below as a percentage of the costs incurred by TxDOT to provide HERO services on the Texas capital region roadways. Table B-2 below is the estimated cost for all roadways per year and the contract total for five years.

Table B-1: Cost Sharing Percentage Split for Routine Maintenance

| Roadway | Roadways/Segments | North or West Limit | South or East Limit | Miles | Total Estimated Cost | % split | CTRMA Participation Cost |
|---------|---------------------------------------|---------------------|-----------------------------|-------|----------------------|---------|--------------------------|
| 1 | TX 1/Loop 1/MoPac (GP and ML) | Pamer Lane | SH 45 South | 21.8 | \$ 825,612.60 | 25% | \$ 206,403.15 |
| 2 | 290 East Toll Rd/Manor Expressway RMA | US 183 | Joyce Turner Drive in Manor | 6.2 | \$ 470,390.60 | 67% | \$ 315,161.70 |
| 3 | 183-A Toll Road RMA | CR 276 | Lakeline Mall Drive | 10.3 | \$ 470,390.60 | 100% | \$ 470,390.60 |
| 4 | SH 71 Express Toll Road | US 183 South | SH 130 | 3.9 | \$ 470,390.60 | 46% | \$ 216,379.68 |
| | | | | 42.2 | \$ 2,236,784.40 | | \$ 1,208,335.13 |

Table B-2: Cost per Year

| | | FY 24 | FY 25 | FY 26 | FY 27 | FY 28 | |
|---------|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----------------|
| Roadway | Roadways/Segments | CTRMA Participation Cost | CTRMA Participation Cost | CTRMA Participation Cost | CTRMA Participation Cost | CTRMA Participation Cost | Contract Total |
| 1 | TX 1/Loop 1/MoPac (GP and ML) | \$ 206,403.15 | \$ 206,403.15 | \$ 206,403.15 | \$ 206,403.15 | \$ 206,403.15 | \$ 1,032,015.75 |
| 2 | 290 East Toll Rd/Manor Expressway RMA | \$ 315,161.70 | \$ 315,161.70 | \$ 315,161.70 | \$ 315,161.70 | \$ 315,161.70 | \$ 1,575,808.51 |
| 3 | 183-A Toll Road RMA | \$ 470,390.60 | \$ 470,390.60 | \$ 470,390.60 | \$ 470,390.60 | \$ 470,390.60 | \$ 2,351,953.00 |
| 4 | SH 71 Express Toll Road | \$ 216,379.68 | \$ 216,379.68 | \$ 216,379.68 | \$ 216,379.68 | \$ 216,379.68 | \$ 1,081,898.38 |
| | Total | \$ 1,208,335.13 | \$ 1,208,335.13 | \$ 1,208,335.13 | \$ 1,208,335.13 | \$ 1,208,335.13 | \$ 6,041,675.64 |

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

| | |
|--------------------------|--|
| Local Government: | Central Texas Regional Mobility Authority Director of Operations 3300 N. IH-35, Suite 300 Austin, Texas 78705 |
| TxDOT: | Director, Contract Services Texas Department of Transportation 125 E. 11th Street Austin, TX 78701 |

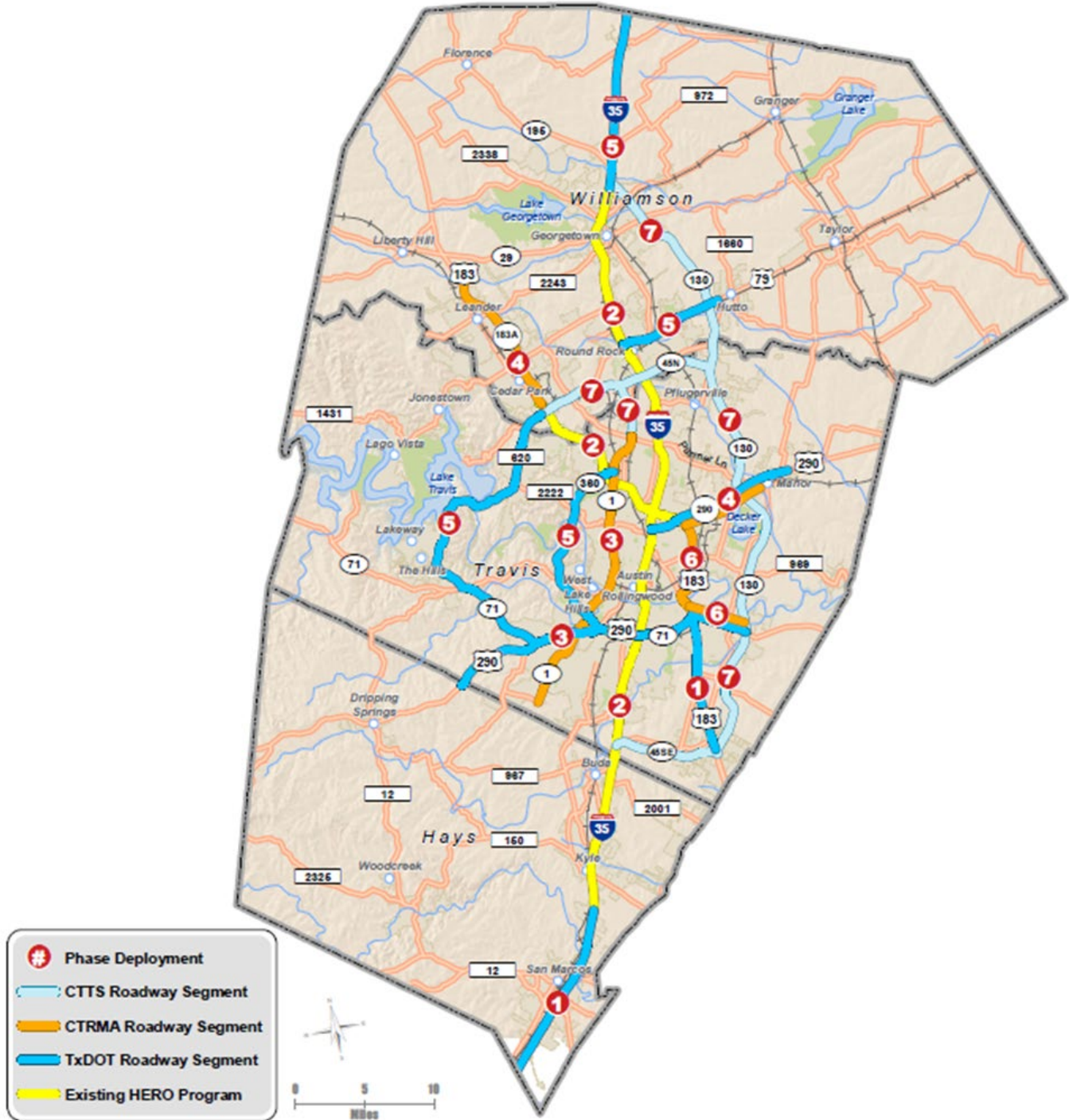
All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E


Location Map Showing Project

Austin Area Roadways for Safety Service Patrol



ATTACHMENT E

Roadways Limit for Safety Service Patrol

 CTRMA Roadway Segment

| Phase | Roadways/Segments | Operator | North or West Limit | South or East Limit | Miles | Total Miles |
|-------|--|----------|-----------------------------|-----------------------------|--|--------------|
| 1 | I-35 (south extension) | TxDOT | Yarrington Road in Kyle | Hays/Comal County Line | 12.8 | 22.7 |
| | US 183 (south extension) | TxDOT | TX 71 East | SH 45 Southeast | 9.9 | |
| 2 | I-35 (existing) | TxDOT | SH 130 in Georgetown | Yarrington Road in Kyle | 54.8 | 68.7 |
| | US 183 (existing) | TxDOT | Lakeline Mall Drive | US 290 East | 13.9 | |
| 3 | TX 71 | TxDOT | RR 620 at City of Bee Cave | US 183 South | 19.1 | 46.9 |
| | TX 1/Loop1/MoPac (GP and ML) | CTRMA | Parmer Lane | SH 45 South | 21.8 | |
| | US 290 West * | TxDOT | Hays/Travis County Line | TX 71 at TheY at Oak Hill | 6 | |
| 4 | US 290 East | TxDOT | East Koenig Lane | Greenbury Drive in Manor | 11.6 | 28.1 |
| | 290 East Toll Road/ Manor Expressway | CTRMA | US 183 | Joyce Turner Drive in Manor | 6.2 | |
| | 183-A Toll road | CTRMA | RR 276 | Lakeline Mall Drive | 10.3 | |
| 5 | TX 360/Loop 360/Capital of Tx Hwy | TxDOT | TX 1/Loop1/Mopac North | Ben White/US 290 West/TX 71 | 14.6 | 53.6 |
| | RR 620 | TxDOT | US 183 North | TX 71 West | 18.9 | |
| | US 79 | TxDOT | I-35 North in Round Rock | Ed Schmidt Blvd. in Hutto | 7.7 | |
| | I-35 (north extension) | TxDOT | Bell/Williamson County Line | SH 130 | 12.4 | |
| 6 | US 183 (central; Bergstrom Expressway) | CTRMA | US 290 East | TX 71 East | 10.9 | 18.7 |
| | TX 71 East (non-tolled lanes) | TxDOT | US 183 South | SH 130 | 3.9 | |
| | SH 71 Express Toll Road | CTRMA | US 183 South | SH 131 | 3.9 | |
| 7 | SH 130 (Segments 1-4) | CTTS | I-35 North in Georgetown | SH 45 Southeast | 46.9 | 71.0 |
| | Loop 1 North | CTTS | SH 45 North | Parmer Lane | 4.1 | |
| | SH 45 North | CTTS | US 183 North | SH 130 North | 12.7 | |
| | SH 45 Southeast | CTTS | I-35 South in Creedmoor | SH 130 South | 7.3 | |
| | | | | | Initial Route (Phase 1) | 22.7 |
| | | | | | Future Route Deployment (Phase 2-7) | 287.0 |
| | | | | | Total Program Route | 309.7 |