



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #11

Discuss and consider approving an
Interlocal Agreement with the City of
Leander for Drone Services for
accident investigations
and maintenance inspections

Strategic Plan Relevance:	Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Deliver Multi-faceted Mobility Solutions; Invest in Effort that Extend Beyond Roadways
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	\$18,500.00
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

Project Description/Background: Unmanned aircraft systems, also known as drones, are exploding in popularity due to their ability to enhanced safety, save time, and reduce costs. Once specific use case is accident investigation and reconstruction. History has shown that there are three areas that delay us in getting roadways open quicker after a serious or fatal collision – retrieving the injured; processing the scene; and removing the vehicles and cleaning up the debris from the roadway.

After a motor vehicle accident occurs, particularly one resulting in severe injuries or death, it will usually be investigated and sometimes be reconstructed. The police will investigate an accident with the intention of determining if any criminal action took place in the accident. Some of the things the police look for are speeding, hours-of-service violations, mechanical violations, alcohol use, drug use, etc.

An accident investigation can consist of many aspects. However, the investigation usually starts with an inspection of the accident site. At the site, measurements are taken of evidence left by the vehicles such as point of impact, final resting positions, skid marks, scrub marks, and gouge marks. These measurements are usually taken

using electronic surveying equipment. With this equipment, a computer-generated scale diagram can be produced and may be used to reconstruct the accident.

With the accident investigation complete, an accident reconstruction can be performed. Reconstruction is the process of using physics to determine the speeds of the vehicles, and/or their relative positions at different times during the accident sequence.

Information such as pre- and post-impact direction of travel, length of pre-impact skid marks, post-impact distances moved, friction values for the various surfaces the vehicles traveled over, point of impact, impact angles, and weights of the vehicles are all used as inputs into the equations used to reconstruct an accident.

These investigations often require law enforcement to close Authority operated toll roads or, in the case of accidents on adjacent frontage roads, divert traffic onto tolled facilities. Both actions come at considerable cost to the Authority in the form of reduced revenues. The use of photogrammetry equipment and potentially new state-of-the-art technology could reduce delay caused by investigations of fatal crashes. Regional partners such as the Austin Police Department also use drones to assist in crash investigations, with an anticipated resulting decrease in investigation time from 3-5 hours to 2 hours, about 50% reduction on average.

Through the proposed Interlocal Agreement, the City of Leander will provide drone technology monitoring, investigation, and reporting services. These services are anticipated to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows and toll revenues on 183A Toll and 183A Phase 3. The services will also provide the Mobility Authority real time information affecting traffic flows and aerial video records in the absence of intelligent transportation system (ITS) assets such as cameras and traffic sensors.

Drone technology is an emerging tool proven to reduced accident investigation road closure times. The drone services pilot is part of the Authority's innovation program and efforts to reduce time lost to traffic disruptions due to incidents. The pilot also aligns with CAMPO's Open Road Policy and Regional Incident Management Strategic Plan.

The cost of the proposed services is \$18,500, payable within thirty (30) days of the ILA's full execution. The term is 60 months and provides recourse for early termination (Section 4. Term & Termination).

Previous Actions & Brief History of the Program/Project: N/A

Financing: FY 2021 Operating Budget / General Fund

Action requested/Staff Recommendation: Staff recommends approving the ILA with the City of Leander for accident investigations and toll system maintenance utilizing unmanned aircraft systems.

Backup provided: Draft Resolution
Interlocal Agreement - City of Leander and Central Texas
Regional Mobility Authority

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

RESOLUTION NO. 21-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF LEANDER FOR DRONE
SERVICES FOR ACCIDENT INVESTIGATIONS AND MAINTENANCE INSPECTIONS**

WHEREAS, the proven efficiency of Unmanned Aircraft Systems (Drones) in vehicle accident investigations and reconstructions, including reductions to time of roadway closures (Drone Services), has attracted demand from various regional entities; and

WHEREAS, vehicle accident investigations and reconstructions often require law enforcement to close Mobility Authority operated toll roads or divert traffic directly onto Mobility Authority facilities from adjacent frontage roads when on which accidents occur; and

WHEREAS, closures to Mobility Authority facilities due to vehicle accident investigations and reconstructions affect the mobility of the traveling public and impact revenues; and

WHEREAS, to reduce the impact of extended closures times and impact to revenue the Mobility Authority desires Drone Services for accident investigations and maintenance inspections on 183A Toll and 183A Phase III; 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; and

WHEREAS, the Interim Executive Director and the City of Leander have negotiated a proposed interlocal agreement for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.

WHEREAS, the Interim Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with the City of Leander for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Interim Executive Director to execute an interlocal agreement with the City of Leander for Drone Services for 183A Toll and 183A Phase III in an amount not to exceed \$18,500 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 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

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

Exhibit A

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is effective as of May 1, 2021, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”) and the CITY OF LEANDER (the “City”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, the City is a home rule city and municipal corporation; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Regional Mobility Authority Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the Mobility Authority operates a portion of the 183A Toll within and around the corporate limits of the City and in 2021 will begin construction activities on 183A Phase 3, an extension from Hero Way in the City to State Highway 29, a 6.6 mile stretch of road along and to the north of the City; and

WHEREAS, serious vehicle crashes and other types of incidents on 183A Toll can require City law enforcement to restrict access or completely close sections of the toll road for extended periods of time to conduct required investigative activities; and

WHEREAS, the Mobility Authority and the City have determined that drone technology is a cost-effective tool, that will improve the speed and accuracy of accident investigation while reducing the risk to investigating officers, and

WHEREAS, reopening 183A Toll in a more expedited manner reduces the inconvenience to the travelling public, reduces the strain on City law enforcement resources and provides ancillary benefits to the Mobility Authority, and

WHEREAS, during construction of 183A Phase 3 the Mobility Authority would be able to reduce expenses by utilizing City drone services to monitor construction progress and traffic impacts, and

WHEREAS, the Mobility Authority could benefit from the use of drone technology to from time to time monitor and document traffic operations on existing sections of 183A Toll in the City, and

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WHEREAS, the Parties have agreed that it would be to their mutual benefit for the Mobility Authority and the City to enter into this agreement to provide drone technology and reporting services to conduct traffic investigations, construction monitoring and other traffic surveillance services on 183A Toll and 183A Phase 3, generally from East Crystal Falls Parkway to SH 29.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct. The Parties have further found and determined that each Party has authorized and approved the Agreement by resolution, order, or other action by its respective governing body, and that this Agreement will be in full force and effect when approved by each Party.

2. Drone Technology Monitoring, Investigation and Reporting Services (Services). Services shall be provided to reduce the duration of crash and other law enforcement investigations which adversely impact traffic flows on 183A Toll and 183A Phase 3, and to provide the Mobility Authority real time information affecting traffic flows and aerial video records. The Parties agree that the Leander Police Department shall provide the following to the Mobility Authority:

- a. Conduct corridor drone flights as directed by Mobility Authority staff/consultants to monitor traffic conditions and provide video records of 183A Toll and 183A Phase 3 construction progress on a quarterly basis (each 90 days). Additional drone flights shall be performed from time to time at the request of the Mobility Authority. The City will make a reasonable effort to provide the City staff resources necessary to fulfill such requests.
- b. Provide traffic event reports to the Mobility Authority when Services are rendered for incidents that require a roadway closure or that cause travel delays in excess of five minutes.
- c. Provide quarterly reports documenting all use of the drone equipment including date, time and purpose. The reports should include information regarding the benefits the drone system provided to the City and/or the Mobility Authority.

3. Payment. For the Services described above the Mobility Authority agrees to remit to the City a one-time payment of \$18,500 within thirty (30) days of the effective date of this agreement.

4. Term and Termination. The term of this Agreement shall be for 60 months from the date it is fully executed. If this Agreement is terminated by the Parties in advance of full term, the City shall reimburse the Mobility Authority as follows:

- a. 0 to 12 months, \$12,000.00
- b. 13 to 24 months, \$8,000.00
- c. 25 to 36 months, \$4,000.00
- d. 37 to 60 months, no reimbursement is required.

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5. Liability. The City agrees that the Mobility Authority shall not be liable for any claims or losses of any kind arising out of acts or omissions by the City. The City agrees the Mobility Authority will not be liable for any incidents arising from the City's use of the drone. The Mobility Authority agrees that the City shall not be liable for any claims or losses of any kind arising out of acts or omissions by the Mobility Authority.

6. Notices. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give to the other Party shall be in writing and shall be deemed to be given on the date of receipt by the Party to whom the notice is either (i) hand-delivered, with written receipt of the notice provided by the receiving Party, or (ii) delivered by fax or electronic mail transmission at the respective addresses set forth below, or at such other address as a Party may from time to time designate by written notice to the other Party as herein required:

MOBILITY AUTHORITY: William Chapman, Interim Executive Director & Chief Financial Officer

Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 966-9784 (facsimile)
Email address: wchapman@ctrma.org

WITH COPY TO:

Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 225-7788 (facsimile)
Email address: gpetrov@ctrma.org

CITY:

Rick Beverlin, City Manager
City of Leander
200 West Willis Street
Leander, TX 78641
(512) 259-1605 (facsimile)
Email address: rbeverlin@leandertx.gov

WITH A COPY TO:

Paige Saenz, City Attorney
City of Leander
223 W. Anderson, Suite A-105
Austin, TX 78752
(512) 323-5773 (facsimile)
Email address: paige@cityattorneytexas.com

7. Calculation of Days. Unless otherwise specified, each reference in this Agreement to a day or days refers to a calendar day; however, if the last day of any period described in this Agreement

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is a Saturday, Sunday, or legal holiday observed by either Party, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday observed by either Party.

8. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

9. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

10. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties 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.

11. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

13. Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

14. Assignment. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.

15. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

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The Parties are signing this agreement to be effective on the date stated in the introductory paragraph.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
William Chapman, Interim Executive
Director & Chief Financial Officer

CITY OF LEANDER

By: _____
Troy Hill, Mayor