



Los Angeles County Service Authority for Freeway Emergencies
Kenneth Hahn Call Box System

One Gateway Plaza Los Angeles, California 90012-2952
 TEL (213) 922-5652 FAX (213) 922-2955

SAFE BOARD
DECEMBER 4, 2003

SUBJECT: AGREEMENT BETWEEN THE LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE) AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (MTA) SAFE GRANT FUNDS

ACTION: EXECUTE AN AGREEMENT BETWEEN THE SAFE AND MTA FOR SAFE GRANT FUNDS

RECOMMENDATION

Authorize the Executive Officer of SAFE to enter into a two year funding/grant Agreement with the MTA for an amount not to exceed \$2.7 million for the implementation of a Freeway Service Patrol Big Rig demonstration project on the I-710 freeway.

ISSUE

The proposed demonstration project would normally be funded using a combination of state and local sources. The state budget originally contained an additional \$5 million for new and enhanced FSP services. Due to the current budget situation, that \$5 million was eliminated. As well, the local source of FSP funding, Prop C 25% -- Streets & Highways, is not available to fund this project.

It is the recommendation of staff that the SAFE, which is a motorist aid entity operating within the Los Angeles County area, and which is empowered to fund motorist aid programs such as this demonstration project, provide a not to exceed \$2.7 million in reimbursable funding.

DISCUSSION

The Los Angeles County region in general, and the I-710 freeway corridor in particular, contains some of the highest levels of truck traffic in the state. As a means to help mitigate the congestion created by the presence of a large number of trucks traveling along a freeway, the MTA desires to implement a two-year demonstration project that will deploy contracted heavy duty tow trucks on the I-710 freeway to quickly identify disabled trucks, and to provide free assistance either by making a timely repair to the vehicle, or to tow the disabled vehicle off the freeway.

Goods movement is an issue of great concern to the region. Any interruption to the smooth movement of truck traffic along our freeways, either through an accident involving a big rig truck, or the presence of a truck disabled in lane or along the freeway's shoulder, will create significant traffic congestion delays behind the incident. Some of the Los Angeles County

freeways contain a very high proportion of its vehicle mix to include heavier trucks and big rig vehicles. The I-710 freeway (Long Beach Freeway) contains the highest level of truck traffic in the county, with as much as 40 to 60 percent of total vehicles being trucks.

The MTA has conducted a feasibility assessment of implementing a Freeway Service Patrol-type operation along this freeway, and has concluded that a demonstration project that tests the impact of quickly finding and assisting disabled trucks and big rigs will have on mitigating congestion. Using the Freeway Service Patrol model of operation, MTA staff developed a two-year demonstration project. The scope will entail contracting two heavy duty tow trucks that will be assigned to rove along an 18 mile stretch of the I-710, between the I-5 on the north and the Long Beach harbor on the south, five days per week, 12 hours per day. Their responsibility will be to quickly get to a disabled truck or big rig located on the freeway, and to render immediate assistance, either by performing a timely repair to the vehicle, or by towing it off the freeway. This operation, like the regular FSP, will be free to the disabled vehicle's driver.

A major objective of this project is to decrease the response time to clear motorist aid incidents, and thereby reduce traffic congestion caused by such incidents. Currently, the average time to clear a big rig incident is 2.5 hours. (The 2.5 average does not include clearing hazardous material spills or jackknifed trucks.) During the demonstration project, the goal will be to reduce the clearance time by 30 to 60 minutes. There will be many lessons learned during this demonstration project and the MTA will use these lessons to improve its overall traffic management program.

OPTIONS

The Board has the option of not authorizing the execution of this Agreement. This option is not recommended, as it will jeopardize the ability of the MTA to implement this high importance demonstration project.

FINANCIAL IMPACT

Executing the Agreement will enable the MTA to receive up to a maximum of \$2.7 million in SAFE funds to cover the direct costs of implementing a Big Rig FSP demonstration project. Sufficient funding is available within the SAFE budget to cover this level of funding, which will be distributed over three fiscal years. As well, should the MTA receive other sources of funding to implement this project, such as through an AQMD grant, SAFE funds could be used to provide the required local match; in this instance the funding required of SAFE would be significantly reduced.

NEXT STEPS

Upon approval by the SAFE Board of Directors, staff will complete the execution of the Agreement between the MTA and SAFE. A recommendation for MTA Board of Directors approval of a Big Rig demonstration contract is expected in spring 2004.



CYNTHIA GIBSON
Staff Director, SAFE



ROGER SNOBLE
Executive Officer, SAFE

FUNDING AGREEMENT

BETWEEN

**THE LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

AND

**THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AGREEMENT NO: MOU.P000SAFE1

THIS FUNDING AGREEMENT is made and entered into this 1st day of January 2004, by and between the Service Authority for Freeway Emergencies (hereinafter called "LA SAFE"), and the Los Angeles County Metropolitan Transportation Authority (herein called "the Grantee").

RECITALS

WHEREAS, the LA SAFE exists under the authority of Division 3, Chapter 14, Sections 2550 et. seq. of the California Streets and Highways Code;

WHEREAS, pursuant to the California Streets and Highways Code Section 2557, LA SAFE has the ability to utilize funds in support of other motorist aid services, including the removal of disabled vehicles;

WHEREAS, the MTA is seeking funds to implement a big rig demonstration project which will remove disabled big rigs from the traveled right-of-way in Los Angeles County (the "Project");

WHEREAS, LA SAFE desires to provide MTA sufficient funds to conduct the Project;

NOW THEREFORE, LA SAFE and MTA hereto agree as follows:

TERMS AND CONDITIONS

1.0 GRANT AMOUNT

SAFE hereby grants to Grantee an amount not-to-exceed \$2,700,000 (the "Grant Funds") for the Project subject to the terms and conditions defined hereunder.

2.0 PERIOD OF PERFORMANCE

The period of performance for this Agreement is for a three-year period starting January 1, 2004 through December 31, 2006.

3.0 GRANTEE RESPONSIBILITIES

Grantee shall use the Grant Funds for a Freeway Service Patrol ~~type~~ demonstration project for the repair and/or removal of heavy-duty trucks (big rigs) as more particularly described in Attachment A.

4.0 Program Managers

4.1 The Program Managers for purposes of this Agreement are:

Los Angeles County Metropolitan Transportation Authority
Al Martinez – FSP Program Manager
One Gateway Plaza, MS 99-11-2
Los Angeles, CA 90012
Phone: (213) 922-2956 Fax: (213) 922-2955
Email: martineza@mta.net

Service Authority for Freeway Emergencies
Ken Coleman – SAFE Program Manager
One Gateway Plaza, MS 99-11-2
Los Angeles, CA 90012
Phone: (213) 922-2952 Fax: (213) 922-2955
Email: colemank@mta.net

4.2 Management & Administration – Grantee and SAFE shall meet as necessary to discuss program issues that may affect the use of the Grant funds under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

SAFE agrees to reimburse Grantee for actual services/expenditures incurred for the Project in accordance with Attachment A up to the Grant Funds. For services and assistance herein, SAFE agrees to reimburse Grantee quarterly, in arrears and upon receipt of an itemized invoice for the charges identified in this Agreement. Upon receipt, review and approval of an invoice with supporting documentation, SAFE shall pay Grantee such approved invoiced amount within sixty (60) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reason for the dispute to Grantee within thirty (30) days of receiving the invoice charges.

6.0 USE OF FUNDS

- 6.1 Grantee shall utilize the Grant Funds for contract services, evaluation, analysis and/or reporting in support of the Project described in Attachment A.
- 6.2 Grantee shall utilize the Grant Funds to contract services in accordance with the MTA Board approved procurement policies and procedures.
- 6.3 Grantee shall not use any Grant Funds for any other purpose except those specified under this Agreement.
- 6.4 The Agreement shall be a one-time grant subject to the terms and condition agreed to herein. Notwithstanding the term of this Agreement,

the Agreement does not imply or obligate any future funding commitment on the part of SAFE.

7.0 TERMINATION

7.1 Either party hereunder may terminate performance within 30 days of written notice and such termination shall not be deemed a breach of this Agreement.

7.2 Should this Agreement be terminated under the above paragraph of this section, SAFE agrees to reimburse the Grantee for those reasonable costs incurred and associated with implementation of this Agreement up to the point of termination.

8.0 AMENDMENTS

This Agreement, along with its attachments, constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement of the same level of Authority.

9.0 DISPUTES

Except as otherwise provided in this Agreement any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual consent of the parties may be submitted to an independent arbitrator mutually agreed upon by SAFE and Grantee. If arbitration is pursued, the SAFE and Grantee shall be equally responsible for the costs of the arbitrator, but shall otherwise be individually responsible for their own costs and expenses related to the arbitration process. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall prevent either party, at any time, from pursuing any other legally available course of action, including the filing of a lawsuit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under this Agreement, and such continued performance shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

10.0 INDEMNIFICATION

10.1 Neither the SAFE nor any officer, agent or employee shall be responsible for any damage or liability occurring by reason of anything done or act of omission by the Grantee under or in connection with any work, authority, or jurisdiction delegated to the Grantee under this Agreement. Pursuant to Government Code Section 895.4, the Grantee shall fully indemnify and hold SAFE harmless from any liability imposed for injury (as defined by

Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Grantee under or in connection with any work, authority, or jurisdiction delegated to the Grantee under this Agreement and for which the Grantee would otherwise be liable.

10.2 Neither the Grantee nor any officer, agent or employee shall be responsible for any damage or liability occurring by reason of anything done or act of omission by SAFE under or in connection with any work, authority, or jurisdiction delegated to SAFE under this Agreement. Pursuant to Government Code Section 895.4, SAFE shall fully indemnify and hold Grantee harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the SAFE under or in connection with any work, authority, or jurisdiction delegated to the SAFE under this Agreement and for which the SAFE would otherwise be liable.

11.0 AUDIT

Subject to the limitation of scope described herein, the Grantee shall be subject to the examination and audit for a period of three (3) years after final payment under this Agreement in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

12.0 ENTIRE AGREEMENT

This Agreement and any attachments or documents incorporated herein by inclusion or reference constitute the complete and entire funding Agreement between SAFE and Grantee and supersede any prior representations, understandings, communications, commitments, agreements or proposals, oral or written in support of the Project.

13.0 COMPLIANCE WITH LAWS

Grantee agrees to comply with all applicable local, state and federal laws and regulations in the procurement and provision of services.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have executed this Agreement.

LOS ANGELES COUNTY
SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

By:

Roger Snoble
Executive Officer

By:

Roger Snoble
Chief Executive Officer

By:

Deputy County Counsel

By:

Deputy County Counsel

MOUP000SAFE1
ATTACHMENT A

*Metro Freeway Service Patrol
I-710 Big Rig Project Overview*

Introduction

There is a major problem on the I-710. Since it was constructed 50 years ago, many things have changed, mainly the level of traffic that drivers face. The I-710 is now well over capacity during weekdays. Congestion is increasing as well due to the growing number of traffic incidents on the freeway. Finally, the I-710 has an incident rate that exceeds statewide averages for other freeways of this type with an incident rate of about 5 per day.

What makes the I-710 so dangerous is not only the amount of incidents, but also the type of vehicles involved in those incidents. Trucks currently use 45% to 60% of the freeway capacity on the I-710 with current truck traffic projected to triple by 2030. These two factors, high truck volume and high incident rates, generate traffic congestion that costs drivers millions of dollars in wasted time each year.

The proposed I-710 Big Rig Demonstration Project would allow a 2-year focused study for a traffic management strategy aimed at improving incident response and clearance time thus easing congestion on the most clogged truck route segment in the State.

Problem Statement

The I-710 freeway is a congested and dangerous freeway. In terms of congestion, the freeway is overcrowded similar to many of the other freeways in Southern California. The I-710 was originally designed for trucks to comprise only 5% of the freeway's total capacity. However, the percentage of trucks continues to be disproportionately high. This adds to congestion because each lane on the I-710 is a mixed-flow lane and big rigs only magnify the traffic generated by motorists.

In terms of danger, the I-710 is one of the most dangerous as evidenced by an average incident rate of five per day. Trucks make an already dangerous freeway even more dangerous due to the nature of a big rig's size and power. CHP data shows that in during an eleven-year period (1992-2002), there were a total of 18,537 collisions on the I-710. Of these accidents, 5,982 (32.3%) involved a truck. That is almost two incidents per day involving a truck out of an average of five incidents per day. This is a major cause of congestion because, unlike passenger car accidents, big rig accidents take longer to clear and usually block more lanes of traffic. CHP data further shows that approximately 20% of all sigalerts (incidents taking longer than 30 minutes to resolve) in Los Angeles County involve a truck. There were a total of 85 sigalerts on the I-710 freeway in 2002. Using the 20% approximation, that would lead to an estimate of 18 truck-involved sigalerts issued in 2002. However this percentage approximation turns out to be grossly conservative because in the last year alone (9/02 to 8/03), trucks were

involved in 70 sigalerts (about 82% of all sigalerts). Truck related sigalerts along the I-710 average a little more than two and a half hours in duration. However the impact of these sigalerts on traffic congestion is greater than just the duration of the sigalert. The conservative view of a sigalert only takes into account the time from when the sigalert was issued to the time the sigalert was cancelled, not the length of time it takes for traffic to resume to its pre-incident flow. Therefore, calculations utilizing duration of sigalerts do not accurately portray the actual amount of wasted time and money resulting from a truck-involved sigalert. The number and duration of truck related incidents, along the I-710, are cause for concern as it directly has an effect on traffic flow.

Project Description

The MTA is dedicated to finding viable solutions to offset the negative impact of Southern California's traffic growth. We must effectively use transportation systems management to help mitigate congestion. While there is little that can be done to curb truck traffic growth and prevent vehicle accidents, one variable that can be altered is the amount of time it takes to repair or remove an incident on the freeway so that free-flow traffic can be resumed. The Metro Freeway Service Patrol (FSP) Program assists about 30,000 motorists per month and at a 15:1 cost-benefit ratio, it is one of the most effective traffic management strategies implemented today. But, the FSP is restricted from assisting truck breakdowns. This is especially the case on the I-710 because of the sheer amount of trucks that traverse the freeway each day, many originating from the ports of Los Angeles and Long Beach. Therefore the concept of a Metro Freeway Service Patrol operation geared toward big rig trucks is warranted.

The Big Rig Freeway Service Patrol Demonstration Project would be involved in the quick repair or removal of disabled trucks along the I-710. It would be operated Monday through Friday with service hours starting at 6:00 AM and ending at 6:00 PM.

Project Boundaries

The stretch of freeway that would be involved in this project is a length of 18.3 miles. It begins with Long Beach (south of Ocean Blvd.) at milepost 4.96 and goes all the way until the I-5 interchange at milepost 23.28. While this is not the length of the entire freeway, this is the optimal length for the project because of the amount of traffic that is on this stretch of the I-710. The annual average daily traffic on this freeway is heaviest between these two mile-markers. The annual average daily traffic at milepost 4.96 is 54,000 vehicles. This steadily increases and peaks at milepost 15.69 at 237,000 vehicles. It then decreases steadily until milepost 23.28 with 185,000. After milepost 24.63, annual average daily traffic significantly decreases to 45,000 or less. The optimum stretch is that 18.3 mile portion from milepost 4.96 to milepost 23.28. The Big Rig FSP tow trucks could either be staged or be constantly roving, or a combination of both.

Staged

There are benefits of having big rig tow trucks staged as opposed to roving. The cost structure could be paid by use such that there is an incident response rate and a standby rate. The contractor would be paid a lower amount for standby when the tow truck is not in service and a higher amount for active duty when the tow-truck is doing an assist.

The cons of having big rig tow trucks staged is that locations need to be identified and possibly rented. Big rigs may take longer to respond to an incident because they need to be radioed in as opposed to seeing the incident while driving along the freeway. The staged operation could also lead to driver complacency because of the unpredictable nature of the call-outs and response time may only be a little better than the current tow rotation response. Lastly, because the big rigs would be dispatched, a high percentage of trucks needing assistance on the freeway shoulders causing congestion would go unchecked as many of these type assists are handled directly using their company dispatch operations.

Roving

The benefits of having big rig tow trucks roving is that if the driver is aware of freeway conditions and notices an incident he can immediately respond without having to go through dispatch. Another benefit is that the big rig tow truck driver could also do traditional (non-incident) big rig assists while on duty. Essentially, the driver could do double duty on the job. Also, there is no need to find or purchase staging locations because the tow truck is always on the road.

The cons of having big rig tow trucks roving is that they may be far away when an incident occurs and it could take a while for the truck to arrive at the scene. If there are only going to be a few tow trucks for big rigs, the probability that they will be near the incident when the incident occurs is relatively low. Also, a higher contract rate would be required compared to trucks, because of the cost of fuel as well as the operational and maintenance cost of the tow trucks.

Specialized Training and Certification

There will need to be a specialized training and certification class set up in order to train tow truck drivers on how to operate and assist using a big rig tow truck. There are a few possible options. Big rig tow truck drivers may attend the basic FSP tow truck training and certification and then attend a specialized class that would provide instruction, training and certification using big rig tow trucks. This option is more preferable than conducting a separate class exclusively for big rig tow truck drivers. Another option would be to outsource training to a private company. However, drivers would still need instruction on FSP procedures in a separate, but shorter information session.

Impact to Trucking Industry

This demonstration project is expected to impact the general trucking industry in a positive way. It will ensure that traffic flows more efficiently along the I-710 allowing big rigs to deliver their goods with less delay. With the sheer amount of trucks as well as the amount of traffic on the I-710, it is conceivable that a slight reduction in congestion will lead to many dollars saved by the industry.

The tow and truck industry however, may not support this demonstration as they might see it as a potential loss in revenue for incident response. Tow rotation is paid by the hour and a large part of the problem in reducing response times is that there is no real incentive for tow companies to work quickly. If the tow and truck industry sees this as a way to restrict compensation for incident response, they may not support it. Further, industry support may also wane if the industry believes that this trend will expand countywide and further reduce their revenue potential. The tow lobby is quite powerful and may be employed to impede the implementation of this project.