

INTERAGENCY AGREEMENT  
BETWEEN

STATE OF WASHINGTON  
WASHINGTON STATE PATROL

AND

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

**THIS AGREEMENT**, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Patrol, ATTN: District 1, 2502 - 112th Street East, Tacoma WA 98445-5104, hereinafter referred to as "WSP;" and the Washington State Department of Transportation, ATTN: Traffic Operations, PO Box 47344, Olympia WA 98504-7344, hereinafter referred to as "WSDOT."

**THE PURPOSE OF THIS AGREEMENT** is to provide improved incident response and toll enforcement activities for the State Route 16 Corridor during the start up of tolling operations for the Tacoma Narrows Bridge.

**IT IS, THEREFORE, MUTUALLY AGREED THAT:**

**1. STATEMENT OF WORK**

WSP shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, State Route 16 Corridor Incident Response Work Plan, which is attached hereto and incorporated herein.

**2. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2007, and be completed on June 30, 2009 unless terminated sooner as provided herein.

**3. COMPENSATION**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$1,580,100. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

**4. BILLING PROCEDURE**

WSP shall submit invoices not more often than monthly to WSDOT in accordance with Exhibit A. Payment to WSP for approved and completed work will be made by warrant or account transfer by WSDOT within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

**INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE PATROL AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (continued)**

**5. COMMAND AND CONTROL**

WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Chief of WSP or designee.

**6. NONDISCRIMINATION**

During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

**7. RECORDS MAINTENANCE**

Both parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

**8. AGREEMENT MANAGEMENT**

The work described herein shall be performed under the coordination of Ms. Lucinda Broussard of WSDOT, and Captain Michael DePalma of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

**9. INDEMNIFICATION**

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

**10. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**11. TERMINATION**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

**12. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. WSDOT shall appoint one member to the Dispute Board. The Chief of WSP and WSDOT shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding

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on the parties hereto. If applicable and as an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**13. ORDER OF PRECEDENCE**

In the event of any inconsistency in the terms of this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. Special Terms and Conditions contained in the Statement of Work
3. General Terms and Conditions contained in this Agreement
4. Any other provisions of the Agreement, whether incorporated by reference or otherwise.

**14. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**15. INDEPENDENT STATUS**

In the performance of this Agreement, the parties will be acting in their governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. WSP shall not make any claim of right, privilege or benefit which would accrue to a WSDOT employee under chapter 41.06 RCW or Title 51 RCW.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

State of Washington  
Washington State Patrol

State of Washington  
Department of Transportation

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

## STATE ROUTE 16 CORRIDOR INCIDENT RESPONSE WORK PLAN

This work plan defines incidence response procedures, strategies, plans, agreements, and staffing for improved incidence response and toll enforcement activities for the State Route 16 (SR 16) Corridor during the start up of tolling operations. The intent is to safely and quickly clear highway incidents and provide toll enforcement activities along the SR 16 Corridor to better meet public expectations for improved service while paying tolls.

In consideration that WSDOT and WSP are interested in providing rapid on-scene WSP and WSDOT Incident Response Team (IRT) response to incidents and early scene assessments to effectively manage the Incident Response and Service Patrol resources.

WSDOT and WSP mutually agree to the following:

### **1. During the first year of tolling operations (estimated July 07 through July 08) the following will be implemented:**

#### **i) Call out Incident Response Team (IRT)**

Location: Interstate 5 (I-5) to Olympic – I-5 to SR 16 vicinity Mile Post (MP) 11.2

Hours: Call out Incident Response Service will be used as needed to provide response as needed to partner with WSP on incident management,

Roles: During major incidents, the priorities for IRT's are to first, coordinate with WSP and other emergency responders, second, provide traffic control for a safe incident zone, and third, provide incident and traffic condition information to the Tacoma Traffic Management Center.

Funding: WSDOT Programs Q and M will provide funding for this service. Funding will commence July 1, 2007.

#### **ii) Provide Roving / Stationary Service Patrol Tow Truck**

a) Location: I-5 to Jackson - MP 0.1 to 4.5 (4.4 miles)

Hours: Weekdays – Peak traffic hours of 5AM to 9 PM.

Weekends– 7 AM to 6 PM

After Hours – Incident Response Call out and expedited tow service would cover off peak times of 9 PM to 5 AM weekdays, and 6PM to 7AM weekends

b) Location: Jackson to Olympic, MP 4.5 to MP 11.2 (4.5 Miles)

Hours: Weekdays – Peak traffic hours of 5AM to 9 PM. (May be roving or parked at the west end of the bridge in the morning, and at the east end in the evening)

Weekends– 7AM to 6PM

After Hours – Incident Response Call out and expedited tow service would cover off peak times of 9 PM to 5 AM weekdays, and 6PM to 7AM weekends

Funding: The Tacoma Narrows Bridge will provide reimbursement for those activities associated with Jackson to Olympic and Program B will provide reimbursement funding for the remaining toll service agreement activities. Funding will commence July 1, 2007.

iii) Provide Roving WSP Troopers (2 FTE's) - Incident Response & Toll Enforcement:

Location: I-5 to Olympic - MP 0.1 to 11.2 (8.9 miles), including the new tolling plaza located between 36<sup>th</sup> street and the new eastbound Tacoma Narrows bridge.

Hours: Weekdays – Roving and/or Stationary Incident Response Service will be used to cover peak traffic hours of 5 AM to 10AM Eastbound, and 3PM to 8PM Westbound or as jointly agreed to by WSP and WSDOT

Weekends & After Hours – WSP will provide Incident Response coverage as needed via call outs using existing resources.

Of the above noted hours, coverage needs for roving and stationary toll enforcement in the first three months of start-up activities are expected to require a higher emphasis and are estimated at about 20 hours per week. For the remainder of the first year, we anticipate this enforcement activity to require approximately 10 hours per week.

Roles: Coordinating and managing incident response needs including IRT's, roving tow trucks, or expedited tow service and to enforce potential traffic violations and provide a positive reinforcement to toll violators.

Funding: The Tacoma Narrows Bridge project will fund 1.5 FTE's and Program B will fund .5 FTE's to support this activity. Funding will commence July 1, 2007.

iv) Provide Toll Enforcement/Citation Coverage: WSP Sergeant (1 FTE) & 4 Cadets for approximately 30 hours per Cadet per week coverage:

Location: New Tolling Administrative Building, 24<sup>th</sup> street

Hours: *Proposed WSP Coverage of 24 hours per day for 5 day week during start-up:*

Roles: To provide a positive reinforcement to toll violators by issuing notice of infraction citations as needed to enforce toll violations.

Funding: Program B will provide funding reimbursement for the Sergeant and Cadets. Funding will commence July 1, 2007.

v) WSDOT to share Toll Operations Administration Office to provide WSP office space:

One outfitted office and 4 outfitted cubicles, (ie, computers for toll citation activities, phone, workspace, chair) , with appropriate parking, will be provided at the Toll Administrative Building to support WSP incident response and toll enforcement activities. Program B, Toll Operations, will provide space and outfitting needed to support toll citation activities. WSP will provide cell phones and radio communications to support incident response and enforcement communication needs.

**2. As the new and existing TNB complete construction and the need for temporary traffic control is reduced, we anticipate that corridor incident response needs may also reduce. Therefore, during the second year of tolling operations (estimated July 08 through July 09) the following will be implemented:**

i) Call out Incident Response Team (IRT)

Location: I-5 to Olympic – I-5 to SR 16 (vic MP11.2)

Hours: Call out Incident Response Service will be used as needed to provide response as needed to partner with WSP on incident management,

Roles: During major incidents, the priorities for IRT's are to first, coordinate with WSP and other emergency responders, second, provide traffic control for a safe incident zone, and third, provide incident and traffic condition information to the Tacoma Traffic Management Center.

Funding: WSDOT Programs Q and M will provide funding for this service

ii) Roving / Stationary Service Patrol Tow Truck

Location: I-5 to Olympic - MP 0.1 to 11.2 (8.9 miles)

Hours: Weekdays – Peak traffic hours of 5AM to 9 PM.

Weekends– 7 AM to 6 PM

After Hours – Incident Response Call out and expedited tow service would cover off peak times of 9 PM to 5 AM weekdays, and 6PM to 7AM weekends

Funding: Program B will provide reimbursement funding for the toll service agreement activities.

iii) Roving WSP Troopers (1 FTE) - Incident Response & Toll Enforcement Service:

Location: I-5 to Olympic - MP 0.1 to 10 (8.9 miles) including the new toll plaza.

Hours: Weekdays – Roving and/or Stationary Incident Response Service will be used to cover peak traffic hours of 5AM to 10AM Eastbound or as otherwise agreed to with WSDOT.

Weekends & After Hours – WSP will provide Incident Response coverage as needed via call outs from existing resources.

Of the above noted hours, WSP is expected to provide approximately 10 hours of toll enforcement coverage per week.

Roles: Coordinating and managing incident response needs including IRT's, roving tow trucks, or expedited tow service and providing enforcement of potential traffic violations and a positive reinforcement to toll violators.

Funding: Program B is to provide funding for this 1 FTE

iv) Provide Toll Enforcement/Citation Coverage: WSP Sergeant (1 FTE) & 4 Cadets for approximately 30 hours per Cadet per week coverage:

Location: New Tolling Administrative Building, 24<sup>th</sup> street

Hours: *Proposed WSP Coverage of 24 hours per day for 5 day week:*

Roles: To provide a positive reinforcement to toll violators by issuing notice of infraction citations as needed to enforce toll violations.

Funding: Program B will provide funding reimbursement for the Sergeant and Cadets.

v) WSDOT to share Toll Operations Administration Office to provide WSP office space:

One outfitted office and 4 outfitted cubicles (ie. computers for toll citation activities, phone, workspace, chair), with appropriate parking, will be provided at the Toll Administrative Building to support WSP incident response and toll enforcement activities. Program B, Toll Operations, will provide space and outfitting needed to support toll citation activities. WSP will provide cell phones and radio communications to support incident response and enforcement communication needs.

**3. Development of Joint Communication Strategy**

Prior to the start up toll operations, WSDOT and WSP will work together to jointly develop a communication strategy, plan, and key messaging for communicating planned incident response and toll enforcement activities. Messages should include the agreement to share

work spaces and provide better WSP coverage in the Gig Harbor Vicinity etc. Costs of this messaging will be jointly shared by the parties.

#### **4. Communication / Coordination / Direction**

The following parties are identified as key representatives for the purposes of aligning responsibilities, making decisions, making changes in the work plan, and issue resolution:

WSDOT:

Ted Trepanier – State Traffic Engineer

John Nisbet – Asst. Region Administrator for Maintenance and Operations

Greg Selstead – Director of Tolling

Lucinda Broussard – Toll Systems Operations Manager

TNB Project Representative

Hdqts. Traffic Office Representative

WSP:

Asst. Chief Brian Ursino

Captain Mike Depalma

Lieutenant Dale Alexander

Coordination meetings between the OR Traffic and Operations office, WSP representatives, Tolling staff, and TNB project staff shall be held on a quarterly basis effective July 07 to assess work plan operations and expectations, and make adjustments as necessary. Meetings will be coordinated by John Nisbet.

Suggested work plan changes or issue resolution that is needed in advance of a quarterly meeting will be coordinated through John Nisbet.

Routine day-to-day communication for incident response or enforcement activities shall be coordinated through the Olympic Region traffic management center.

#### **5. Reporting & Payment:**

A monthly report of hours worked, with a breakdown by hours of coverage for the various types of services provided (i.e. Roving Trooper, Roving Cadet, toll enforcement, HOV enforcement, or traffic enforcement) will be submitted with an invoice for reimbursable costs to John Nisbet, ARA for Operations and Maintenance.

WSP Service Cadets, as a component of WSDOT's Incident Response Program, are considered to be functionally accountable to the Olympic Region Incident Response Supervisor. As such, Service Patrol Cadets shall report their activities into WITS as per existing expectations, standards, and procedures.

#### **6. Program Assessment and Potential for Cost Reductions**

Overall, there is the expectation that accident rates will decline throughout the corridor as construction activities are completed and levels of congestion reduce. Further, geometric features such as full width shoulders (10 ft.) will be in place through much of the corridor,

significantly reducing the impact disabled vehicles and minor incidents will have on traffic flow.

For these reasons it is anticipated that the Incident Response and Toll Enforcement needs in the corridor may reduce over time as motorists become accustomed to each of the two bridge completion phases. Planned assessments of Incident Response program needs should occur 6 months following the initial opening of the new bridge, and 3 months following final completion.

#### Cadet Coverage - Olympic to SR 302

As this is a no new cost operation, a reduction in operation was not assumed. However, it is possible that the WSP cadet coverage area will be modified or otherwise redefined as conditions warrant. This may include providing supplemental coverage in I-5 to Jackson section. No cost reduction was assumed.

**BUDGET**

Line Item	FY08	FY09	Total
Trooper Sergeant FTE	1.0	1.0	
Trooper FTE	2.0	1.0	
Trooper Cadet FTE	4.0	4.0	
Total FTE	7.0	6.0	
Salaries and Benefits	\$493,600	\$419,300	\$912,900
Goods and Services	\$64,750	\$55,200	\$119,950
Vehicle Operating Costs	\$32,400	\$21,600	\$54,000
Travel	\$8,400	\$7,200	\$15,600
Equipment	\$114,390	\$19,250	\$133,640
Direct Costs	\$713,540	\$522,550	\$1,236,090
Indirect Costs	\$187,245	\$156,765	\$344,010
Total	\$900,785	\$679,315	\$1,580,100