

AASHTO Technology Implementation Group
Nomination of Technology Ready for Implementation
2008 NOMINATIONS DUE BY FRIDAY, SEPTEMBER 12, 2008

Sponsor	<i>Nominations must be submitted by an AASHTO member DOT willing to help promote the technology.</i>	1. Sponsoring State DOT: Washington State		
		2. Name: Rick Phillips		
		Title: Incident Response Program Manager		
		Mailing Address: PO Box 47344		
		City: Olympia	State: WA	Zip Code: 98504
		E-mail: phillips@wsdot.wa.gov	Phone: 360-705-7287	Fax: 360-705-6826
		3. Date Submitted:		
		4. Is the Sponsoring State DOT willing to promote this technology to other states by participating on a Lead States Team supported by the AASHTO Technology Implementation Group? Please check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Technology Description (10 points)	<i>The term "technology" may include processes, products, techniques, procedures, and practices.</i>	5. Name the technology: The Washington State Patrol has partnered with WSDOT to create two complimentary public/private partnerships for towing and recovery services at minor and major traffic incidents.		
	1: Instant Tow Dispatch (ITD) for Minor Blocking Incidents (Light Duty Towing)			
	2. Major Incident Tow Incentive Program (MIT) (Heavy Truck Towing)			
	List of Attachments			
	A separate joint interagency agreement outlining agency roles and responsibilities was developed for the MIT program. (see attached file: Final Agreement DP01261.doc)			
	WSP developed separate towing contracts for participation in the ITD and MIT programs. (see attached files: Instant Tow Contract as of 7-29-08.doc and: MIT Contract.doc)			
	WSP's CAD administrator automated the reporting process for managing these programs and samples of those reports are attached. (See attached file: MIT Report 8-19 to 8-26.pdf.)			
	WSDOT developed an implementation activation guide for field personnel. (see attached file: Blokbuster Activation Guide 8-08.ppt);			
	WSDOT developed a one page summary of activation instructions. (see attached file: MIT Activation Instructions-Revised 7-1-08)			
	A PowerPoint file with performance measure charts and photos for both programs is attached. (See attached file: ITD and MIT 9-1-08.ppt)			

6. Please describe the technology:

Two complimentary public/private partnership programs aimed at expediting response to and clearance of both minor and major traffic incidents.

Instant Tow Dispatch (ITD):

The Washington State Patrol (WSP) regulates towing in Washington. Traditionally, towing vendors who meet minimum standards are placed on rotational tow lists and are only dispatched to an incident after a trooper responds to the reported location and verifies the need for the tow (Incident Verification).

A 2003 study by the Washington State Transportation Center (TRAC) at the University of Washington titled "Evaluation of the Instant Tow Dispatch Pilot Program in the Tacoma Area" by Mark E. Hallenbeck and Jennifer Nee (<http://www.wsdot.wa.gov/research/reports/fullreports/518.2.pdf>) found this traditional verification process took an average of 15 minutes - the time it took for the nearest unit to drive to the location and verify the need for a tow truck.. The average dispatch time is 3 minutes, so that means it was taking 18 minutes (on average) to dispatch a tow truck for a blocking vehicle incident, even if the blocking incident was visible on a traffic camera or multiple or if the dispatch center receive multiple reports via telephone.

Under the Instant Tow Dispatch program, WSP Communication centers and WSDOT Traffic Management Centers use of the traffic camera system and cellular telephone technology to verify the need for a tow truck. Using technology to eliminate the traditional incident verification process means that tows are dispatched to blocking incidents 15 minutes faster. With ITD, a tow truck is dispatched at the same time as the trooper and Incident Response Team, usually within 3 minutes.

Eliminating the verification process increases the number of "dry run" for the towing vendor. This means that the blocking vehicle is gone by the time the tow arrives. Before the ITD program, there was no mechanism for the tow to be paid for the time and fuel spent responding to dry runs, and this had resulted in the termination of several previous experiments with ITD. To overcome this obstacle, WSDOT pays a fee of \$25 for documented ITD dry runs.

Major Incident Tow Incentive Program (MIT):

WSDOT, in partnership with WSP and the legislature, established the Major Incident Tow incentive program (MIT) on July 1, 2007.

This program doubles the minimum equipment response requirements from one Class C tow truck to two Class C (40 ton) heavy duty tow trucks, two 50 Ton Rotators, or one Class C and one rotator. It also requires vendors to respond with specialized recovery equipment as specified in a contract between the tow vendor and the WSP.

Tow companies who participate in the program are eligible to receive a \$2,500 incentive payment from WSDOT for meeting program response and quick-clearance requirements at major incidents involving heavy trucks. Currently, they are required to complete the recovery within 90 minutes to be eligible for the incentive payment. The recovery is considered completed when all lanes are clear of debris and are open to traffic.

7. If appropriate, please attach photographs, diagrams, or other images illustrating the appearance or functionality of the technology. (If electronic, please provide a separate file.)

Please check one: Yes, images are attached. No images are attached.

<p>State of Development (30 points)</p>	<p><i>Technologies must be successfully deployed in at least one State DOT. The TIG selection process will favor technologies that have advanced beyond the research stage, at least to the pilot deployment stage, and preferably into routine use.</i></p>	<p>8. Please describe the history of the technology's development.</p> <p>Instant Tow Dispatch: ITD was first experimented with on the Tacoma Narrows Bridge in the 1970s and again in the 1990s. It was always successful in expediting the removal of blocking vehicles, but each prior attempt ended because the state had no way to reimburse tow companies for their costs associated with dry runs.</p> <p>The current ITD program was piloted on selected interstate and state routes in WSDOT's Northwest and Olympic Regions (Seattle-Tacoma area) in August 2006, with no provisions for dry run reimbursement. Towing companies had to be on WSP's rotational list to be eligible to participate in the ITD program, but participation in the ITD program was voluntary. The patrol developed a special sub-contract of their normal rotational towing contract that outlined the ITD program requirements and procedures. WSP Tow truck inspectors were assigned responsibility to coordinate participation of towing companies in their respective districts.</p> <p>A key component of the ITD program was the establishment of a week-long rotation for ITD calls, based upon input from the tow industry. The week-long rotation for ITD calls made it easier for participating tow companies to ensure staffing availability. It also helped WSP maintain the integrity of their existing towing rotation system where eligible tow vendors rotate through a list by call. Under the standard rotational list, the remedy for a dry run is to be placed back at the top of the rotation list. Under the ITD program, tows are paid for dry runs, so it is imperative that the ITD program not be confused with the normal tow rotation process. ITD program coverage was expanded to additional roadways in January 2007, but complaints about the lack of compensation for dry runs were threatening to end the program.</p> <p>To resolve the dry run issue, WSDOT implemented a process where they would pay a flat fee of \$25 for documented dry runs on a test basis, WSDOT partnered with WSP to develop a recording and reporting procedure to document ITD calls and dry runs in the state patrol's Communication Center CAD logs. WSP's CAD administrator then set up an automated reporting process where Weekly ITD Reports are generated and sent to participating WSDOT regional offices electronically. This automated reporting process provides the necessary financial control for the process. When WSDOT receives an invoice for a dry run from a tow company, they must verify that the dry run is on the ITD report before it can be processed for payment.</p> <p>The program was formally expanded to all state and interstate routes in King County (Greater Seattle area) in July 2007. ITD was implemented on Interstate 90 in Spokane County in January, 2008. On July 15, 2008, program coverage was expanded in Pierce county and coverage on I-5 in Thurston County was added.</p> <p>Major Incident Tow: Florida was the first state to develop an incentive program to expedite clearance of collisions involving heavy trucks on the Florida Turnpike, a toll road. Their RISC (Reduce Incident Scene Clearance) program was funded through tolls.</p> <p>Washington was experiencing similar problems with prolonged roadway closures of collisions involving heavy trucks and recognized the potential value of a heavy truck tow incentive program. Unlike Florida, Washington did not have a toll roadway as a funding source, so a budget decision package was submitted by WSDOT in July 2006. The 2007 legislature appropriated \$346,000 to fund a two year pilot tow incentive program to expedite clearance of heavy truck collisions in King, Pierce, and Snohomish Counties. Those counties were selected based upon the volume of heavy truck collisions in those counties.</p> <p>WSDOT worked with WSP's Commercial Vehicle Division and the towing industry to implement the program. The program was modeled after the Florida RISC program but adapted to the towing environment in Washington State. The state patrol developed a sub-contract of their standard rotational contract for Class C Heavy tows that outlined participation requirements. Tow companies had to be the current WSP rotational list to be eligible, but participation was voluntary. WSDOT worked with WSP's CAD administrator to develop dispatch procedures and reporting requirements. The pilot program is limited to three counties, but the reporting infrastructure was designed with future expansion to other counties in mind. Several training sessions were held with WSP communications personnel and supervisors in preparation for program implementation.</p>
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9. For how long and in approximately how many applications has your State DOT used this technology? I

Instant Tow Dispatch

The pilot implementation of ITD started in August 2006 on portions of Interstate 5 in King and Pierce counties. In July 2007, the program was expanded to cover all state and interstate routes in King county. In January 2008, the program was expanded to cover Interstate 90 in Spokane county, and in July 2008, it was expanded to cover additional sections of roadway in Pierce County and I-5 coverage was extended into Thurston County.

Major Incident Tow:

MIT was implemented on July 1, 2007 in King, Pierce, and Snohomish counties (Puget Sound area) and there have been 16 program activations in that time.

10. What additional development is necessary to enable routine deployment of the technology?

Instant Tow Dispatch:

All necessary management reports, contracts, and procedures have been developed for ITD, so expanding it to other areas only requires meeting with local tow vendors and training local WSP and WSDOT personnel. As additional traffic cameras come online, the effectiveness of the program will increase.

Major Incident Tow:

The MIT program requires funding to support incentive payments, but all necessary management reports, contracts, and procedures have been developed. Expansion of the program requires meeting with interested tow companies and training for all participants. Ultimately, the goal is to expand the program to cover the interstate system. The necessary heavy towing equipment is limited in many rural areas. To overcome that limitation, the program allows tow companies to partner together to meet program eligibility requirements.

11. Have other organizations used this technology? Please check one: Yes No
If so, please list organizations and contacts.

<i>Organization</i>	<i>Name</i>	<i>Phone</i>	<i>E-mail</i>
Florida DOT RISC	Ted Smith, Delcan	954-610-6243	t.smith@delcan.com
Georgia DOT TRIP	Gary Millsaps	404-894-3857	gary.millsaps@dot.state.ga.us

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Payoff Potential (30 points)</p>	<p><i>Payoff is defined as the combination of broad applicability and significant benefit or advantage over other currently available technologies.</i></p>	<p>12. How does the technology meet customer or stakeholder needs in your State DOT or other organizations that have used it?</p> <p>Instant Tow Dispatch Before ITD was implemented, it took an average of 18 minutes to dispatch a tow truck to a report of a blocking disabled vehicle, because dispatch would not dispatch the tow until a trooper could respond and verify the need for the tow.</p> <p>By dispatching the tow and the trooper or incident response team at the same time, ITD saves an average of 15 minutes of lane blocking congestion each time it is deployed. That translates into approximately \$20,000 to \$35,000 in societal congestion costs each time it is deployed on Interstate 5 in Seattle during peak traffic. In 2007, the program saved between \$4.7 and \$8.2 million in the societal costs of congestion. During the first 7 months of 2008, it is estimated that it has saved between \$3.5 and 6.1 million in congestion costs. The program increases the safety of the stalled motorist by expediting the tow response, and reduces the likelihood of secondary collisions by minimizing the impact of a blocking incident.</p> <p>ITD is a public/private partnership with the tow industry that uses local tow vendors who can respond quickly to calls in their assigned zones.</p> <p>Major Incident Tow By doubling the minimum equipment response requirements to collisions involving heavy trucks, the MIT program reduces incident related congestion by reducing the time it takes to reopen roadways. Traffic engineers calculated the societal costs of one overturned semi collision blocking all lanes of interstate 90 during the morning commute to be nearly \$7,000 a minute by the end of the incident, so an incentive payment of \$2,500 to expedite getting the roadway open as soon as possible is clearly in the best interest of motorists.</p> <p>The MIT program is also a public/private partnership with the tow industry that uses the resources of local vendors to expedite the clearance of collisions involving heavy trucks.</p> <p>All but one of the 15 activations to date have met the 90 minute clearance requirement. The average recovery time for successful activations to date is 52 minutes. It is difficult to calculate the actual time saved because each heavy truck incident presents unique challenges because of the wide variety variables such as weather, location, time of day, traffic conditions, spilled loads, etc. We believe that the MIT program is reducing the overall clearance time for heavy truck incidents.</p> <p>WSDOT's Incident Tracking System recorded a 45 percent reduction (86 min vs 47 min) in clearance time for non-injury collisions involving heavy trucks in the first quarter of 2008 when compared with average clearance times for the previous two year period. Clearance times for non-injury collisions that did not involve heavy trucks decreased by 17.2 percent (29 min vs 24 min). Clearance times for Injury collisions involving heavy trucks decreased 18.3 percent for the same comparison periods, while clearance times for incidents that did not involve a heavy truck decreased by 6.5 percent.</p> <p>Clearance times for fatality collisions involving heavy trucks decreased 19.9 percent for the same comparison period and clearance for fatal collisions not involving heavy trucks decreased 28.2 percent. However, there were only 4 fatality collisions involving heavy trucks in the first quarter of 2008, so the percentages for fatality collisions may not be meaningful.</p>
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13. What type and scale of benefits has your DOT realized from using this technology? Include cost savings, safety improvements, transportation efficiency or effectiveness, environmental benefits, or any other advantages over other existing technologies.

Instant Tow Dispatch:

In the first 19 months of the ITD program in Seattle, ITD was used 411 times saving an average of 15 minutes per use or a total of just over 102 hours of lane blocking time. Depending on the location, time of day, and number of lanes, WSDOT Engineers have calculated the societal cost savings of the 15 minutes saved to be between approximately \$20,000 to \$35,000 per incident, or a total congestion savings benefit ranging from \$8.2 to 14.38 million for the 411 incidents. The total expenditure in dry run fees for the same period was approximately \$1,500.

Major Incident Tow:

Any incident that involves a heavy truck takes longer to clear than a similar incident not involving a truck. A disabled truck takes 19 minutes or 126 percent longer (on average) to clear. Non-injury collisions involving heavy trucks take 63 minutes or 210 percent longer (on average) to clear. Injury collisions involving heavy trucks take 45 minutes or 63 percent longer to clear, and fatal collisions involving heavy trucks take 108 minutes or 45 percent longer to clear. This is mainly due to the sheer size, weight, and loads that these vehicles carry.

Generally, a well trained recovery operator combined with a state of the art 50 or 60 ton recovery truck with a rotating boom can complete a recover much faster that that same operator could using an older fixed boom truck . With these sophisticated recovery trucks costing about \$500K, the traditional regulatory requirements that require tow operators to bill by the hour works as a disincentive to quick clearance

By requiring response with a minimum of two heavy duty recovery trucks and other recovery equipment, the MIT program usually reduces the time required to reopen the roadway by half or more. On one activation, 4 1/2 hours of road closure was saved because the two tows working together were able to relocate blocking wreckage off the roadway that had to be manually unloaded before it could be uprighted. Fourteen of fifteen activations have met the 90 minute clearance requirement with an average recovery time of 52 minutes.

Each successful activation of MIT costs taxpayers \$2,500 but the benefits include reduced congestion through quicker clearance. Depending on the time and location, a single MIT activation can save several hundred thousand dollars in reduced societal costs as well as reducing air pollution and the number of secondary collisions.

14. Please describe the potential extent of implementation in terms of geography, organization type (including other branches of government and private industry) and size, or other relevant factors. How broadly might the technology be deployed?

Ultimately, we hope to obtain funding to expand this public/private partnership program to all state and interstate roadways in the state where traffic volumes dictate the need for these programs.

Under Washington State's regulatory structure, WSP regulates the towing industry and has a good working relationship with the towing industry. This enables us to work with the industry to develop programs like ITD and MIT. Participating tow companies must meet all requirements to be placed on WSP's Rotational lists, so that screens out unqualified companies. And participation in both ITD and MIT programs is voluntary and we have not encountered any significant obstacles to implementation.

As we expand the MIT program to rural areas, we anticipate fewer companies will have the necessary equipment. We have already overcome this obstacle by allowing companies with only one heavy duty recovery truck to partner with another company to meet the minimum equipment response requirements.

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Market Readiness (30 points)</p>	<p><i>The TIG selection process will favor technologies that can be adopted with a reasonable amount of effort and cost, commensurate with the payoff potential.</i></p>	<p>15. What actions would another organization need to take to adopt this technology? Instant Tow Dispatch: ITD was implemented in Washington as an extension of the standard rotational towing list that has been in place for years. Depending on the regulatory structure, it could be piloted at the city, county or state level on a voluntary basis after discussing the concept with the tow vendors in each zone where the program is to be deployed.</p> <p>We have encountered minimal resistance from the towing industry because the program generates additional tow calls and they are paid a flat fee for dry runs. It is recommended that the local tow authority create separate written guidelines for program participation, and specify a rotation system that is different than the current rotational call list. It should be clearly documented that the ITD program is only to be used for blocking vehicles. Other routine tow calls such as collisions would be dispatched under the existing tow rotation system. Washington uses a weekly rotation for ITD that was requested by the participating tows to enable them to better staff the program. The weekly rotation for ITD helps helps dispatchers avoid confusion between a rotational tow call and an instant dispatch call. Organizations contemplating ITD need to develop a payment system for dry runs and must have nominal funds available to pay for dry runs.</p> <p>Major Incident Tow</p> <p>WSDOT secured \$346K for a two year pilot of the Major Incident Tow Program in three counties. The funding included an administrative FTE and sufficient funding for approximately 40 activations a year, based upon an incentive of \$2,500 per successful incident. So a funding source is a must, but the amount of funding required to initiate a tow incentive program can be controlled by the size of the coverage area and the number of desired activations. Washington involved the tow industry in the discussions of the program, and as a result, encountered no significant problems in securing enough participants for the pilot program. To avoid exclusion of operators with only on Class C tow, it is recommended that you allow them to partner with another tow company to meet the programs minimum equipment requirements. The regulatory entity for the organization will need to develop written guidelines and requirements for program participation, and develop procedures for documenting on scene performance and payment processing requirements.</p>
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16. What is the estimated cost, effort, and length of time required to deploy the technology in another organization?

Instant Tow Dispatch:

The startup costs for the ITD program are minimal. It requires staff time to develop a contract and to meet with tow companies in each zone where it is to be employed. WSP used their existing Trooper Tow Truck Inspectors for these meetings. WSP's CAD administrator provided the staff time to develop the reports necessary to administer the program. WSDOT's Incident Response Manager provided assistance with the tow company meetings and coordinated the development of the payment process for dry runs.

In the original planning, funding of dry runs was an unknown and caused some concern. These concerns were overcome by building in the right to cancel the program if funding became an issue. Now that the program is well established, funding for dry runs has not been an issue.

The impact on participating tow companies was minimal, as they have to already be on WSP's rotational towing list in order to participate. They normally participate in an organizational meeting in which the program and the contract, and the dry run reimbursement process are explained. WSP Communications officers and troopers must be provided training in how the program works and when it should be utilized. It is estimated that another state with a similar regulatory structure could implement ITD in three to six months.

Major Incident Tow:

The startup costs and time to implement the MIT program were driven by the need to follow the states biennial budget process. WSP and WSDOT partnered on development of a budget decision package to fund the MIT program and it took about 14 months between the time we develop the decision package and implementation on 7-1-07. We used Florida's RISC program as a model, adapting it to Washington's regulatory environment.

The amount of funding is driven by the number of anticipated activations. The challenge is to ask for sufficient funding for the program to show results without killing your request by asking for too much. We scoped our pilot implementation to the three counties with the highest traffic volumes and heavy truck collisions and included funding for an administrative coordinator to administer the program. Our baseline analysis found approximately 80 heavy truck collisions a year in those counties that we thought the program could apply to, and we asked for and obtained funding for 40 activations a year at \$2,500 incentive payment per successful activation.

The staffing effort for implementing MIT was similar to the ITD program. WSP and WSDOT personnel met with interested towing companies and worked with towing associations throughout the process. We used Florida's RISC program as a framework to develop the MIT program, but we had to make some concessions on equipment and training standards because Washington does not have the towing infrastructure that Florida has. The MIT program is intended to ensure that only qualified towing operators with the right heavy duty recovery equipment are allowed to participate in the program. So while we waived the third vehicle and some other equipment requirements for the pilot project, we did not waive the performance standards. This allowed us to avoid a political battle with the industry over who got to participate. The thought process was that any towing company could participate if they chose to, but they would not be eligible for incentive payments unless they met the performance standard. We thought that this could reduce the program's effectiveness but it has not been an issue.

17. What resources—such as technical specifications, training materials, and user guides—are already available to assist deployment?

WSP and WSDOT operate under a Joint Operations Policy Statement (JOPS Agreement) (<http://www.watimcoalition.org/pdf/jops.pdf>) that encourages and defines partnership opportunities.

A separate joint interagency agreement outlining agency roles and responsibilities was developed for the MIT program.

(see attached file: Final Agreement DP01261.doc)

WSP developed separate towing contracts for participation in the ITD and MIT programs.

(see attached files:

Instant Tow Contract as of 7-29-08.doc

and: MIT Contract.doc)

WSP's CAD administrator automated the reporting process for managing these programs and samples of those reports are attached.

(See attached file: MIT Report 8-19 to 8-26.pdf.)

WSDOT developed an implementation activation guide for field personnel.

(see attached file: Blokbuster Activation Guide 8-08.ppt);

WSDOT developed a one page summary of activation instructions.

(see attached file: MIT Activation Instructions-Revised 7-1-08)

A PowerPoint file with performance measure charts and photos for both programs is attached.

(See attached file: ITD and MIT 9-1-08.ppt)

Additional materials are available if needed.

		<p>18. What organizations currently supply and provide technical support for the technology?</p> <p>The ITD and MIT programs are operated under a partnership between the Washington State Patrol and Washington State Department of Transportation. It should be noted that these programs are an outgrowth of and are contained in our Joint Operations Policy Statement or Open Roads Agreement between WSP and WSDOT that has been in place since 2002 and is updated annually (http://www.watimcoalition.org/pdf/JOPS.pdf).</p> <p>An interagency agreement (see attached file: Final Agreement DP0161.doc) was also developed for the MIT program which spells out agency responsibilities as follows:</p> <p>1 STATEMENT OF WORK</p> <p>WSP and WSDOT will work cooperatively on all elements of the Tow Incentive program, with each agency taking the lead on the duties as listed below:</p> <p>1.1 WSP will:</p> <ul style="list-style-type: none"> • Develop a Master List of Eligible Tow Companies; • Contract with Eligible Tow Companies for Tow Incentive Program; • Utilize their Computer Aided Dispatch (CAD) system to maintain a record of tow company response including time to respond and remove vehicles and circumstances affecting removal and provide this information to WSDOT in a timely manner; • Make initial decision as to whether a tow company meets the Tow Incentive Program requirements for award; • Require incident debriefings for all activations of the Tow Incentive Program and allow WSDOT's Incident Response Manager and/or designee to attend. • Provide one member to serve on a panel that will hear informal appeals by tow companies on decisions not to award. <p>1.2 WSDOT will:</p> <ul style="list-style-type: none"> • Assist WSP to develop details of Tow Incentive Program including requirements for tow company "Incentive Award" and "Informal Appeals Process" for tow companies who respond, but do not meet the requirements and so receive no award; • Send a representative (Incident Response Program Manager or designee) to incident debriefings of all incidents where the Tow Incentive Program is activated. • Process paperwork to provide Incentive Award Payments to successful tow companies; • Develop, maintain and report on performance measures on all Tow Incentive Program activations; and share the results with WSP; • WSDOT's Incident Response Program manager or designee will document, track, and report on all funds expended on behalf of this program, not to exceed the appropriation of \$346,000. • Provide two members to serve on a panel that will hear informal appeals by tow companies on decisions not to award.
		<p>19. Please describe any legal, environmental, social, intellectual property, or other barriers that might affect ease of implementation.</p> <p>Under Washington State's regulatory structure, WSP regulates the towing industry and has developed an excellent working relationship with the towing industry. This enables us to partner with the towing and recovery industry to develop innovative programs like ITD and MIT.</p> <p>This regulatory environment and the fact that WSP and WSDOT are both state agencies with statewide operations enables us to design a single administrative process that can be implemented statewide in partnership with both agencies.</p> <p>The lack of a centralized statewide towing regulatory function would be a barrier to easily implementing such programs.</p>
<p>Submit to AASHTO Contact</p>	<p>Keith Platte Phone: 202.624.7830 Fax: 202.624.5469 kplatte@aaashto.org</p>	<p>American Association of State Highway & Transportation Officials 444 North Capitol Street N.W., Suite 249 Washington, DC 20001</p>

INTERAGENCY AGREEMENT

Between the Washington State Patrol and the Washington State Department of Transportation

Tow Incentive Program for Heavy Truck Collisions

Description of Work: The Washington State Patrol will work cooperatively with the Washington State Department of Transportation, Incident Response Program to offer a tow incentive for responding to heavy truck collisions. .

THIS AGREEMENT is made and entered into this 15th day of July, 2007 between the WASHINGTON STATE PATROL, (hereinafter the "WSP"), and the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, , acting by and through the Secretary of Transportation, (hereinafter "WSDOT").

WHEREAS, the WSDOT Incident Response Program has received funding to implement a "Tow Incentive Program" for increasing the efficiency of response and removal of heavy trucks from collision scenes on state highways; and

WHEREAS, the WSP is best situated to respond to highway collisions and request the necessary towing services; and

WHEREAS, the WSP and WSDOT intend to work together to plan and implement the Tow Incentive Program;

NOW THEREFORE, by virtue of Chapter 39.34 RCW. And Chapter 47.32 RCW in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1 STATEMENT OF WORK

WSP and WSDOT will work cooperatively on all elements of the Tow Incentive program, with each agency taking the lead on the duties as listed below:

1.1 WSP will:

- Develop a Master List of Eligible Tow Companies;
- Contract with Eligible Tow Companies for Tow Incentive Program;
- Utilize their Computer Aided Dispatch (CAD) system to maintain a record of tow company response including time to respond and remove vehicles and circumstances affecting removal and provide this information to WSDOT in a timely manner;
- Make initial decision as to whether a tow company meets the Tow Incentive Program requirements for award;
- Require incident debriefings for all activations of the Tow Incentive Program and allow WSDOT's Incident Response Manager and/or designee to attend.
- Provide one member to serve on a panel that will hear informal appeals by tow companies on decisions not to award.

1.2 WSDOT will:

- Assist WSP to develop details of Tow Incentive Program including requirements for tow company “Incentive Award” and “Informal Appeals Process” for tow companies who respond, but do not meet the requirements and so receive no award;
- Send a representative (Incident Response Program Manager or designee) to incident debriefings of all incidents where the Tow Incentive Program is activated.
- Process paperwork to provide Incentive Award Payments to successful tow companies;
- Develop, maintain and report on performance measures on all Tow Incentive Program activations; and share the results with WSP;
- WSDOT’s Incident Response Program manager or designee will document, track, and report on all funds expended on behalf of this program, not to exceed the appropriation of \$346,000.
- Provide two members to serve on a panel that will hear informal appeals by tow companies on decisions not to award.

2 PAYMENT

The incident response services provided by WSP are deemed to be a highway purpose as are the Tow Incentive Program bonus funds provided by WSDOT creating mutually offsetting benefits with no payment required by either party for implementation of the program.

3 EXPENSES

During the term of this Agreement, the Parties shall each be responsible for the following expenses:

3.1 WSDOT

WSDOT’s responsibility shall not exceed the funds (\$346,000) appropriated for this program. WSDOT further agrees to pay for:

3.1.1 Administrative Assistant

WSDOT will pay appropriated salary and benefits for an administrative assistant to provide staff support for the Tow Incentive Program.

3.1.2 Tow Incentive Payments

WSDOT also agrees to pay all Tow Incentive Payments up to \$2,500 per each activation, and cancellation fees of up to \$600.

3.2 WSP

WSP shall not be responsible for any expenses resulting from this agreement.

4 TERM

This Agreement shall be effective from July 15, 2007 until June 30, 2009, or until funds are exhausted. If funds become exhausted, WSDOT shall notify WSP of the anticipated termination date as per [Section 7](#) of this agreement.

5 RECORDS MAINTENANCE

The 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 service(s) 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. All books, records, documents, and other material relevant to this Agreement will be retained for six 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.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6 INTERAGENCY DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members to appoint shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. 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.

7 TERMINATION

7.1 Termination For Convenience

Either party may terminate this Agreement upon at least 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7.2 Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the

aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

8 LEGAL RELATIONS

It is agreed that no liability shall attach to WSDOT or the WSP by reason of entering into this Agreement except as expressly provided herein. Each agency agrees to be responsible for its sole negligence for any liabilities that might arise out of this Agreement. Where liabilities arise out of concurrent negligence, both agencies agree to share responsibility as determined by the Office of Financial Management/Risk Management Division and the Office of the Attorney General/Torts Division.

9 GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable state and federal statutes and rules;
- b) Statement of work; and
- c) Any other provisions of the agreement, including materials incorporated by reference.

10 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

11 WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

12 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

13 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.

14 LEGAL NOTICES

Wherever in this agreement written notices are to be given or made, they will be sent to the address listed below unless a different address shall be designated in writing to the other party.

14.1 WSDOT

Washington State Department of Transportation
Attn: Tami Grant
P.O. Box 47408
Olympia, Washington 98405-7408
(360) 705-7549
grant@wsdot.wa.gov

14.2 WSP

Washington State Patrol
Attn: Karl Nagle
210 11th Avenue S.W.
Olympia, Washington 98504-2614

15 CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. This section may be updated by either party and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update shall list the effective date of said update.

15.1 WSDOT Contract Management

The Program Manager for WSDOT is:
Rick Phillips, Program Manager
WSDOT Incident Response
P.O. Box 47344
Olympia, WA 98504-7344
(360) 705-7287
Phillips@wsdot.wa.gov

The Contract Administrator for WSDOT is:
Tami Grant, Contracts Manager
WSDOT Administrative Services Contracts Office
P.O. Box 47408
Olympia WA 98504-7408
(360) 705-7549
grantt@wsdot.wa.gov

15.2 WSP Contract Management

The Program Manager and Contract Administrator for WSP is:

Captain Darrin Grondel, Program Manager
210 11th Avenue S.W., Room G21
Olympia, WA 98504-2614
(360) 753-0302
(360) 586-8233 FAX
darrin.grondel@wsp.wa.gov

16 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.

IN WITNESS THEREOF, The parties have subscribed their names.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Bill Ford

Title: _____

Title: Assistant Secretary, Finance and Administration

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Assistant Attorney General - WSP

By: _____
Assistant Attorney General - WSDOT

Date: _____

Date: _____

Blok-Buster Major Incident Tow (MIT) Instructions

Revised July 2008

The on-scene supervisor shall contact WSP Communications and advise them to activate MIT. Communications will contact the next MIT Tow as soon as possible, even if it will be several hours before they are ready for recovery to begin. This will allow the tow company time to assemble and stage the necessary equipment and resources required for the recovery. Communications shall provide a situation estimate and/or the cellular phone number of the on-scene supervisor to the tow company during the notification process.

WSP Communications shall log the activation time, relay the situation estimate to the MIT tow called, and advise the on-scene supervisor of the estimated time of arrival in CAD. *(MIT tow activations require the tows to be enroute within 30 minutes).*

The on-scene supervisor shall advise communications when the MIT tow arrives on scene. Communications shall record the arrival time in the CAD Log.

The on-scene supervisor shall advise communications immediately when the MIT Tow is given the “go-ahead” to begin clearing the roadway. Communications will record the MIT Start Time in the CAD log.

If the MIT clearance work has to be stopped or interrupted for any reason, the on-scene supervisor shall advise communications of the time that work is stopped and when work is resumed for each interruption. Communications shall enter both times into the CAD log.

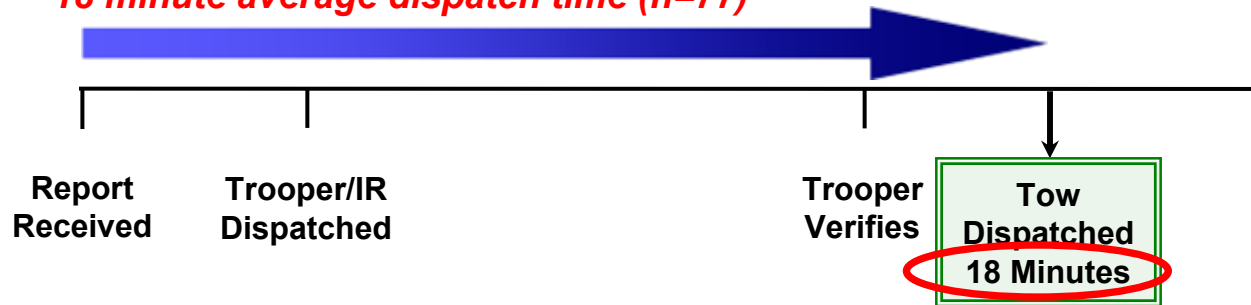
Note: MIT tows have 90 minutes from the time they are authorized to begin work until the time they get all lanes open and cleared for traffic to be eligible for incentive payments. For this reason, it is important that any interruptions to the recovery process be documented in CAD.

The on-scene supervisor shall notify communications immediately when the MIT tow has cleared all traveled lanes. WSP Communications is the official timekeeper for the MIT activation. Communications shall record the time that “All Lanes are Open.” All times must be recorded accurately and sources of information recorded in the CAD LOG.

WSP/WSDOT Instant Tow Program

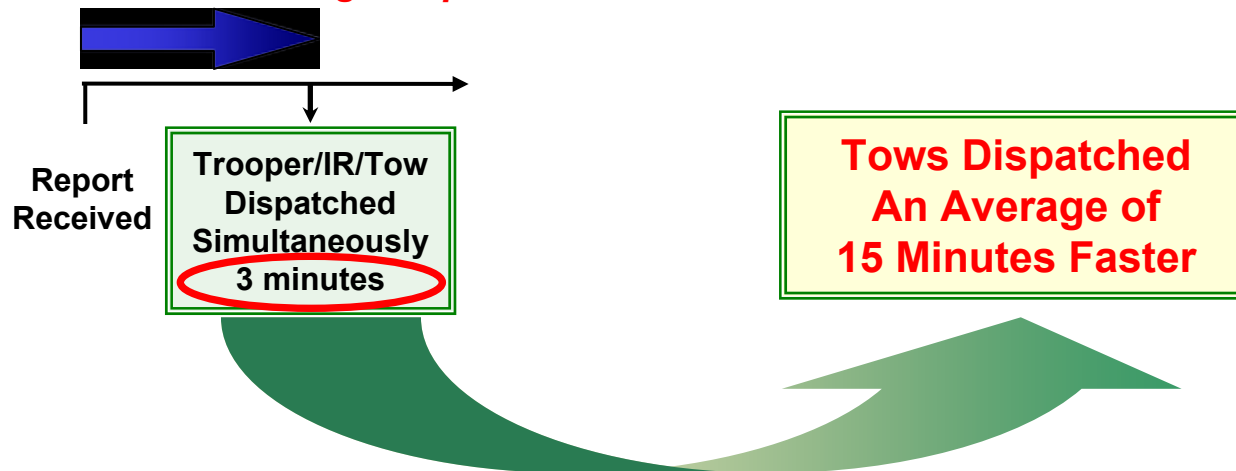
Standard Rotational Tow Protocol (n=77)

18 minute average dispatch time (n=77)

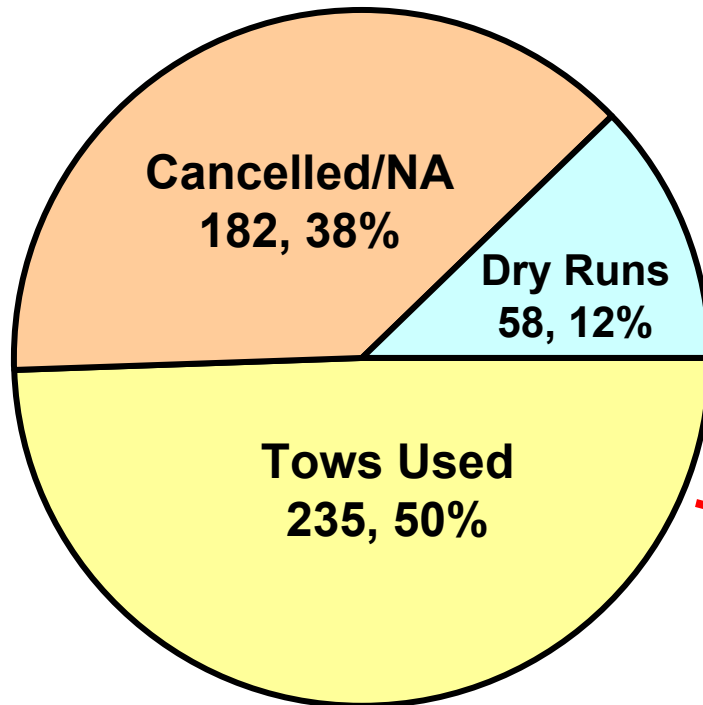


Instant Tow Protocol (n=18)

3 minute average dispatch time



WSP/WSDOT Instant Tow Program Seattle/King County 2007 n = 475

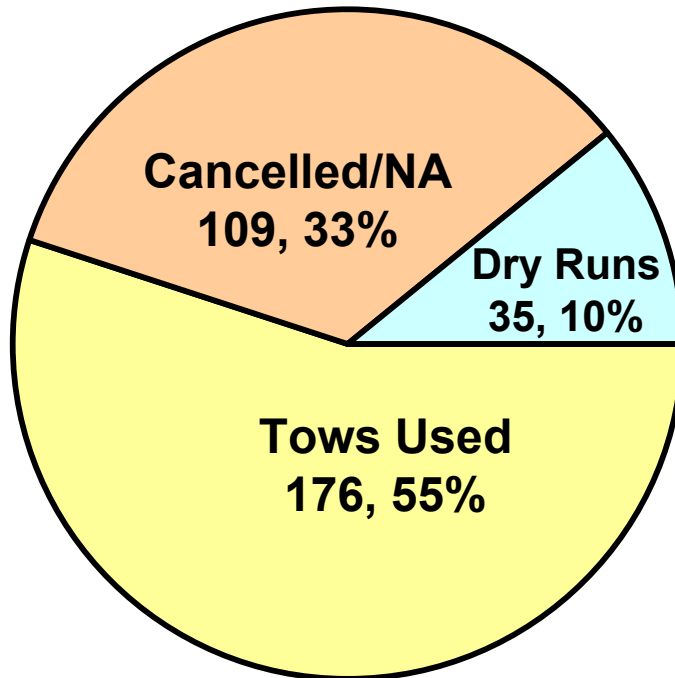


26 Dry Runs
\$650

**Est. congestion costs
Saved ranges from
Approx. \$20K to \$35K
Per incident***
**Total 2007 estimated savings
Approx. \$4.7 to \$8.2 million**

* - varies by location, # lanes

WSP/WSDOT Instant Tow Program Seattle/King County Jan-July 2008 n = 327



**14 Dry Runs Paid
\$352**

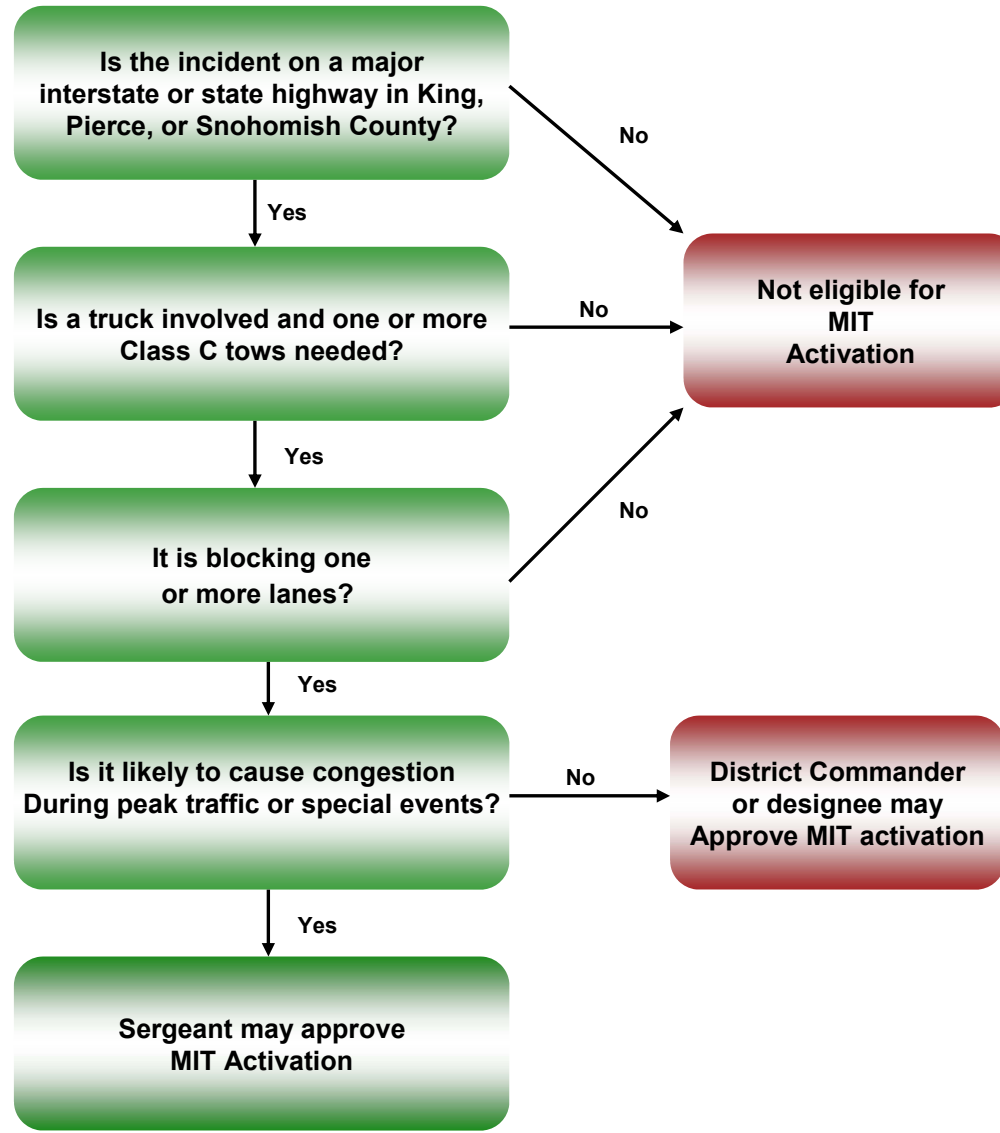
**Est. congestion costs
Saved ranges from
Approx. \$20K to \$35K
Per incident***

**Total 2008 YTD estimated savings
Approx. \$3.5 to \$6.1million**

* - varies by location, # lanes

(86 tows were used for the same period in 2007)

Major Incident Tow (MIT) Activation Guide for Major Traffic Incidents



Blok-Buster Major Incident Tow Program

Truck Fire – I-5 SB at 56th

January 10, 2008



Blok-Buster Major Incident Tow Activations

Activation #	CAD Number	Activation Date	Highway Location	Activation Location	Recovery Time	Tow Company	Successful	Paid	Amount Paid
1	LSP070727002061	7/28/07	NB I-5	King Co	-	NW Towing	Canc	10/22/2007	653.40
2	LSP070815001935	8/15/07	WB SR520	King Co	220 Minutes	Pro-Tow/Clarks	N	N/A	
3	LSP070715001935	8/15/07	NB I-5 TO NB705 EXT	Pierce Co	41 Minutes	Bill's Towing	Y	10/22/2007	2720.00
4	LSP070821001573	8/21/07	WB 512 to SB I-5	Pierce Co	35 Minutes	Gene's Towing	Y	10/22/2007	2720.00
5	LSP070919000863	9/19/07	WB 520 to NB I-405	King Co	41 Minutes	Quality Towing	Y	11/5/2007	2722.50
6	LSP071102001451	11/2/07	WB 410 to SR 167	Pierce Co	37 Minutes	Gene's Towing	Y	11/8/2007	2720.00
7	LSP071107000417	11/7/07	WB 512 at 104th ST	Pierce Co	89 Minutes	Gene's Towing	Y	12/28/2007	2720.00
8	LSP071112001941	11/12/07	WB 18 to SB I-5	King Co	78 Minutes	Clark's Towing	Y	11/30/2007	2722.50
9	LSP080110001014	1/10/08	SB I-5 at 56th ST	Pierce Co	56 Minutes	Bill's Towing	Y	1/22/2008	2720.00
10	LSP080112002641	1/12/08	NB I-5 at MP 123	Pierce Co	66 Minutes	Gene's Towing	Y	2/22/2008	2720.00
11	LSP080213001604	2/13/08	SR 7 Roy Y	Pierce Co	36 Minutes	Gene's Towing	Y	2/22/2008	2720.00
12	LSP080521002535	5/21/08	SB I-5 at SR900	King Co	81 Minutes	Quality Towing	Y	6/23/2008	2720.00
13	LSP080529002242	5/29/08	NB I-5 at Everett Mall	Snohomish Co	44 Minutes	Dicks Towing	Y	6/23/2008	2715.00
14	LSP080606001444	6/6/08	SB I-5 at 117TH St	King Co	27 Minutes	Quality Towing	Y	8/21/2008	2725.00
15	LSP080702001228	7/2/08	NB I-5 at Seneca	King Co	46 Minutes	Clark's Towing	Y	8/21/2008	2725.00
16	LSP080811000682	8/11/08	Spokane St to SB I-5	King Co		Quality Towing	Y	8/21/2008	2725.00

Total - 38,095.00



Local
HOME
FURNISHINGS

10 12:46PM



SKAGIT
TRANSPORTATION

MAERSK
SEALAND

APN7 415451
1159371

WILCOX

KENWORTH

KENWORTH

8564 KY

CENTRAL
FORCE

MAERSK
SEALAND





A&P

Transport Ltd.

An Alliance - Pacific Company

Delta, B.C.

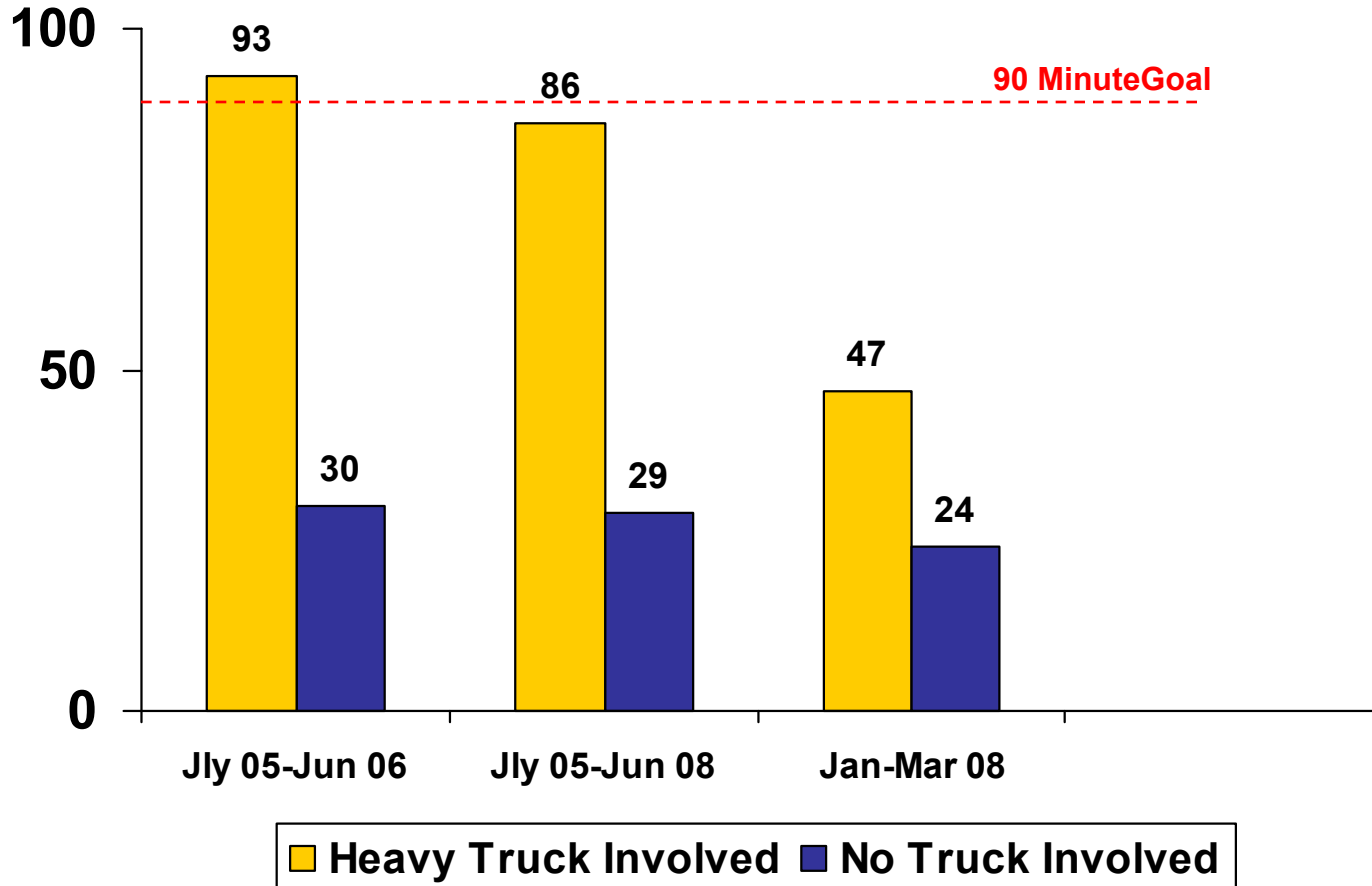


BRONCO
TRANSPORTATION
SYSTEMS INC.
Tampa, FL

IR Special Monitor: *Heavy Truck Involvement*

IR Response to Non-Injury Collisions Clearance Time Comparison (Minutes)

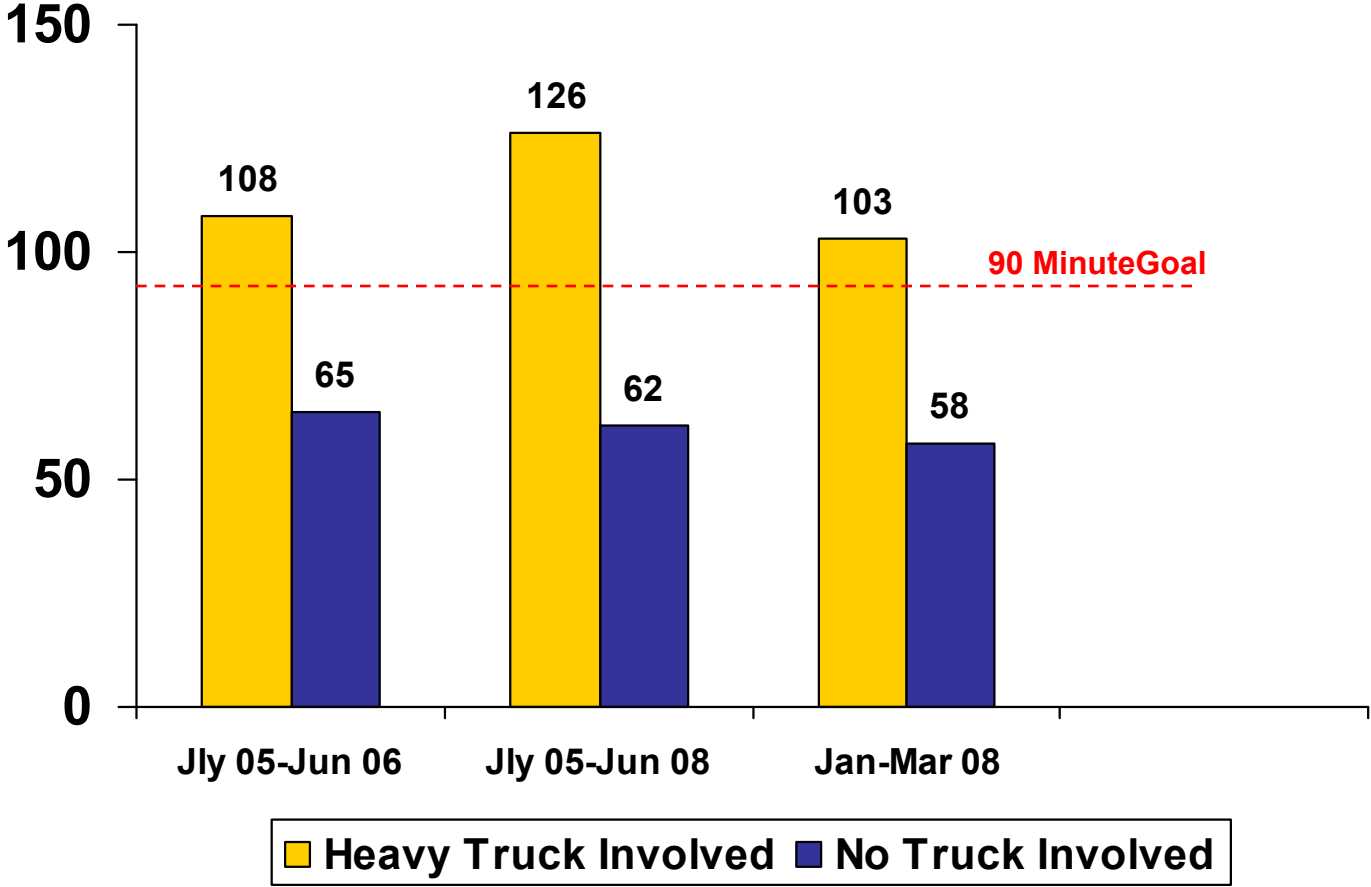
Source: WSDOT Incident Tracking System (WITS)



IR Special Monitor: *Heavy Truck Involvement*

IR Response to Injury Collisions Clearance Time Comparison (Minutes)

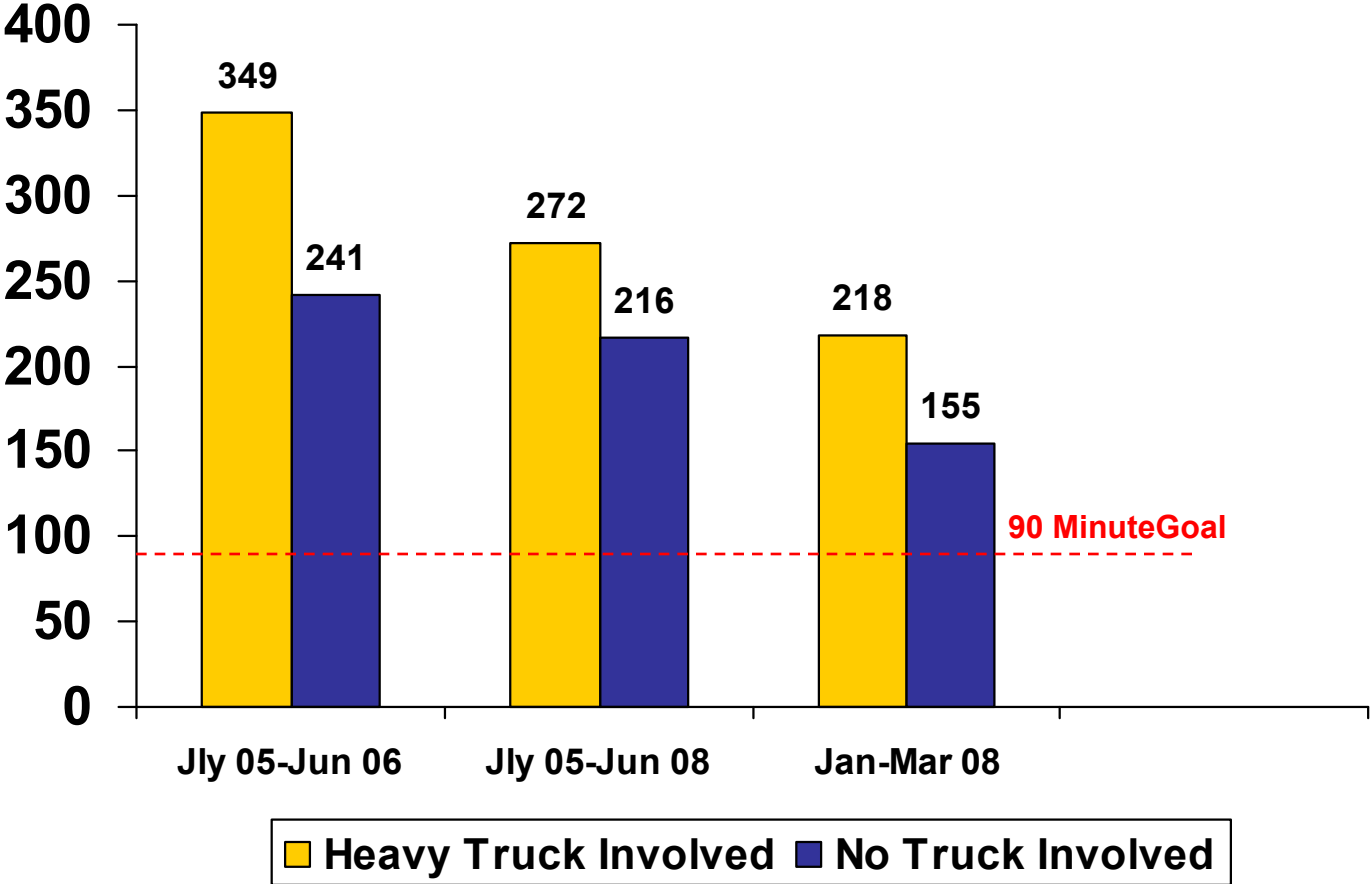
Source: WSDOT Incident Tracking System (WITS)



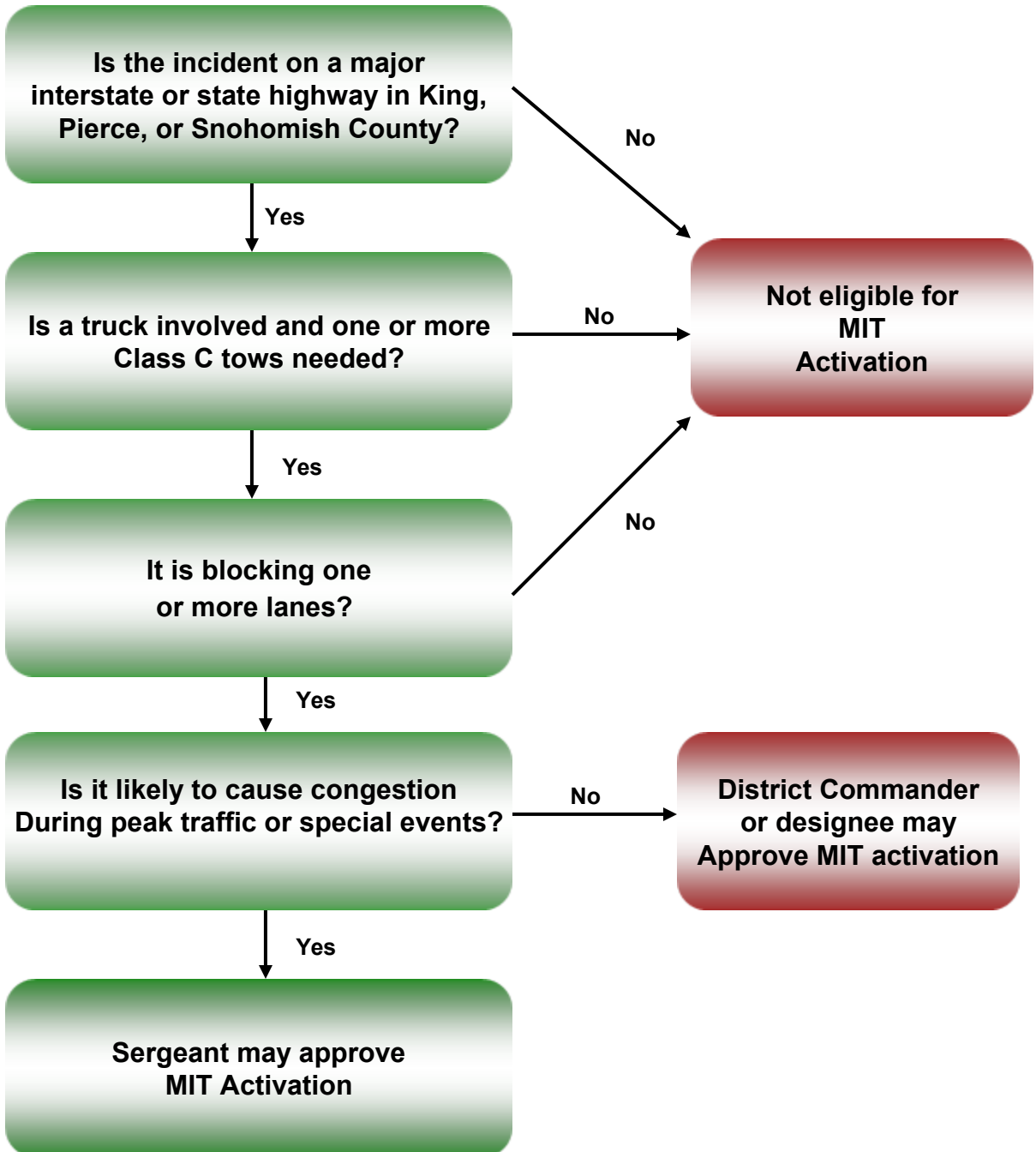
IR Special Monitor: *Heavy Truck Involvement*

IR Response to Fatality Collisions Clearance Time Comparison (Minutes)

Source: WSDOT Incident Tracking System (WITS)



Major Incident Tow (MIT) Activation Guide for Major Traffic Incidents





DOL NO.

ESR DOC NO.

THIS TWO-PART DOCUMENT IS AN AGREEMENT BETWEEN:

(Applicant)

DOING BUSINESS AS

(Firm Name)

(Address)

(Phone Number)

AND WASHINGTON STATE PATROL (WSP)

PART I: INSTANT TOW – WSP ROTATIONAL TOW LIST

The above named towing business is authorized to render towing service (as provided in Revised Code of Washington (RCW), Chapter 46, and Washington Administrative Code (WAC), Titles 204 and 308) in the following:

District		Tow Zone		Class A , B, C, D, or E Trucks
		And/or Tow Zone		Class C Trucks

This **Instant Tow** contract is valid for the above-named person(s) and business location only. It is valid until October 14, 2008, or until cancelled, superseded, suspended, or revoked as set forth herein. This agreement is effective from _____, through October 14, 2008. I hereby agree to the conditions of this agreement:

TOW OPERATOR _____ DATE _____

STATE PATROL _____ DATE _____

Captain

INSTANT TOW AGREEMENT

Page 2

January 15, 2007

PART II: INSTANT TOW AGREEMENT

Your company has been selected to participate in the **Instant Tow** program because the zone your company is located in or has been identified by the DOT and/or WSP has a high volume, high collision rate, and congested area. The WSP and DOT reserve the right to select specific areas within the State of Washington's Infrastructure where your service will serve the citizens most efficiently. **Instant Tow** is area and zone specific and the primary function is to quickly and efficiently clear the roadway of vehicular obstructions as to return the Interstate/State Route to normal flow.

This **Instant Tow** agreement contains rules and regulations a tow company agrees to comply with in order to receive a spot on the **Instant Tow** rotational listing with the WSP. Participation in the **Instant Tow** rotation is voluntary. You are eligible for participating in this rotation because you have a current Letter of Appointment. (See original contract for fees and criteria rates/rate caps.) The operator agrees to provide towing services to members of the WSP, Department of Transportation (DOT), and other motorists, when requested. **All towing and storage services shall be performed in accordance with the provisions of RCW 46.55, WAC 204-91A, and WAC 308-61 as currently formulated or as may be subsequently amended. This agreement can be renegotiated if there are major changes in the economic conditions.**

Upon signing this agreement/contract your company will be notified from an **Instant Tow** rotational list in your designated zone. Zones are the same as used for the Letter of Appointment. Each company will serve a one week period, beginning Sunday 12:00a.m. to Saturday 11:59p.m. The **Instant Tow** calls are separate from all other tow calls, and will not affect other rotational lists with WSP. Company dispatchers at the time notified by WSP Communications will be told if the call is an **Instant Tow** response.

An **Instant Tow** may be utilized if the source of information is from a reliable source. A source will only be considered reliable if it comes from the WSP, DOT, DOT cameras, and/or from the owner or driver of the vehicle which is disabled.

Upon notification of an **Instant Tow**, you have agreed to call the WSP Communications supervisor and notify them when your truck is en route. You may use the closest available truck, regardless of company name as long as the truck is owned (not contracted) by you. This applies to the **Instant Tow** calls only, and will be considered in breach of contract if used for any calls other calls initiated from the WSP rotational tow list. If, during an **Instant Tow**, a truck is used from outside the zone or different company, you will notify Communications immediately if not done when call was originally received.

If you receive an **Instant Tow** call during your designated week and you do not have a truck available, the next tow on the regular rotation will be dispatched. If the next tow on the regular rotation is your company, you will automatically lose your position on the regular rotation list as outlined in your LOA with the WSP. However, you will not lose your position on the **Instant Tow** rotation during the week assigned to you. If you are not available or decline to respond to **three** Instant Tows during your assigned week, your company will be removed from the **Instant Tow** list and this agreement will be null and void.

All other protocols are the same as a regular rotational call. If the vehicle is to be impounded, you may clear the roadway to the shoulder, however, you must wait for a trooper/local police officer to complete an impound form. If you are dispatched to a vehicle which is no longer there, WSP Communications must be advised a truck was no longer needed. The times of the calls will be logged in the CAD system.

Tow Operator Initial _____ WSP Initial _____



GENERAL CONDITIONS-LETTER OF APPOINTMENT

DOL NO.

ESR DOC NO.

THIS TWO-PART DOCUMENT¹ IS AN AGREEMENT BETWEEN:

(Applicant) DOING BUSINESS AS

(Firm Name)

(Address) (Phone Number)
DOING BUSINESS AS

(Co-Applicant/partner*)

(Firm Name)

(Address) (Phone Number)

☛ If a partnership or contract is used with a different company, all tows/companies must have a current LOA on file with the WSP prior to signing and provide a list of contracted/partnered equipment.

AND THE WASHINGTON STATE PATROL (WSP).

PART I: LETTER OF APPOINTMENT Pilot Project – MAJOR INCIDENT RESPONSE – WSP ROTATIONAL TOW LIST

The above named towing business is authorized to render towing service as needed to clear the roadways as a result of a major incident blocking multiple lanes of traffic and involving recovery of one or more commercial vehicles and as outlined in Revised Code of Washington (RCW), Chapter 46, Washington Administrative Code (WAC), Titles 204 and 308, and in Attachments “A,” “B,” and “C” of this contract in the following:

District	1,2,7 ²	Tow Zone	TBD	Class C 25 Ton Min. Boom Class S1 60 Ton Min. Rotator Class S (Support Vehicle)
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This Letter of Appointment (LOA) is valid for the above-named person(s) and business location only. **This LOA is valid for one year, commencing on July 15, 2007. This LOA is subject to termination as described herein.** The above named person(s) must also have a signed copy of the current LOA for WSP rotational calls.

I hereby agree to the conditions of this agreement:

TOW OPERATOR _____ DATE _____

STATE PATROL _____ DATE _____

Captain

¹ See Attachments A, B, and C.

² Applies to King, Pierce, and Snohomish Counties Only

Tow Operator Initial _____ Tow Operator Initial _____ WSP Initial _____

PART II: TOW RATE CAP AGREEMENT

This Letter of Appointment (LOA) contains rules and regulations a tow company agrees to comply with in order to receive placement on the major incident response rotational tow listing with the WSP. Participation in the major incident response WSP tow rotation is voluntary. Compliance with all of the terms and conditions of the LOA is mandatory for companies signing this agreement. An owner/operator, by agreeing to participate in the State Patrol rotation, is not acting as an agent for the WSP or the State of Washington when performing services under this agreement. The operator agrees to provide towing services to members of the WSP and other motorists, when requested. All towing, clearing the roadway and clean-up services shall be performed in accordance with the provisions of RCW 46.55, WAC 204-91A, WAC 308-61, and in cooperation with Department of Transportation (DOT) and other emergency response entities, as currently formulated or as may be subsequently amended.

The Registered Tow Truck Operator’s (RTTO) company responding to the major incident will have the opportunity to receive a monetary incentive if specific criteria are met (see Attachment “A”). Receiving a monetary bonus will be at the discretion of the WSP.

The tow company owner/operator shall ensure tow truck drivers responding to major incidents are qualified, competent, trained and proficient in the use of tow truck and related equipment. Drivers must have at least two years experience in the recovery of commercial motor vehicles, and Company Owners shall provide documentation indicating company drivers have received formal training on use of large recovery vehicles from a recognized source such as a Tow Association (TRAW, ITOW, ect.) or equivalent. This training and/or experience shall include, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles which may be encountered through this contract (see attachment “B”).

Minimum equipment either company owned, leased, contracted, rented or borrowed, provided it is readily available, for those on the WSP rotational tow list for major incident response may be found on Attachment “C.”

By signing this LOA specific to major incident response, individuals/companies are agreeing to adhere to the following.

Rates shall not exceed (but may be less than) the following schedule.

TRUCK RATES: (Per Hour)

Class C	\$332.00	25+ Ton Min. Boom
Class S1	\$559.00	60+ Ton Min. Rotator
Class S	\$332.00	Support Vehicle ³

All other rates are as outlined in the current Letter of Appointment.

- ◆ **Note:** RCW 46.52.020 (b) states, “A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation

³ Should the contractor respond with a non-fully equipped support vehicle, the truck rates for the class S support vehicle will be \$154.00 per hour. A six month period will be allowed to fully stock the class S.

representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal. “

The WSP will call the tow operators on a rotational basis with other tow operators who have qualified and signed agreements in the above listed zone(s). Only tow operators who have signed such agreements will be called by the WSP in this zone. The applicant agrees, as a condition of inclusion on the rotational tow list, to comply with the terms and conditions of this LOA. Furthermore, the applicant agrees that failure by any employee of the company to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination. Alleged violations of the LOA, RCW's and/or WAC's will be investigated by the WSP. The operator will be notified of the findings within thirty calendar days of the conclusion of the investigation.

This agreement may be canceled by:

1. Either the tow operator, the WSP, without cause, by providing 30 days' notice.
2. The WSP, for confirmed criminal activity, deliberate over-charging, or failure to follow requirements outlined in RCW's or WAC's.
3. Nothing herein shall be deemed to prohibit the WSP from immediately suspending any applicant, operator, or employee where in the opinion of the area commander, there is a danger to the public health, safety or welfare, or where the applicant, operator, or employee has engaged in conduct constituting a violation of this signed agreement.
4. If a tow operator is suspended from the Program, the tow operator has a right to a hearing as prescribed in RCW (34.05). The request must be made in writing and within twenty (20) days from the date of the suspension letter.
5. This LOA will be terminated in the event funds allocated by the legislature/DOT to this Major Incident Response Towing Project have been exhausted.