

**Interagency Agreement
Between WTSC and WSDOT
GCA - 5071**

THIS AGREEMENT is made and entered into this 9TH day of JANUARY, 2007 between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter "WSDOT," and the WASHINGTON TRAFFIC SAFETY COMMISSION, P. O. Box 40944 1000 Cherry Street SE, Olympia, WA 98504, hereinafter "WTSC."

WHEREAS, WTSC has established a highway safety program to reduce traffic accidents, deaths, injuries and property damage; and

WHEREAS, WTSC has received federal funding under the SAFETEA-LU Act at 23 U.S.C. 402 to support reporting criteria on speeding for this program; and

WHEREAS, WTSC has requested WSDOT to collect speed related data for a Traffic Study WTSC is to perform; and

WHEREAS, the speed related data collected by WSDOT for WTSC's Traffic Study will be on State Routes 7, 161, and 512;

NOW, THEREFORE, pursuant to chapter 39.34 RCW and 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. GENERAL

1.1 WSDOT will provide data collection services and data processing services, hereinafter the "WORK," on State Routes 7, 161, and 512 in conjunction with the WTSC Speed Study project. The estimate of costs of said WORK by WSDOT are as described in Exhibit A, attached hereto and by this reference made a part of this AGREEMENT.

2. STATEMENT OF WORK

2.1 WSDOT will furnish the following services to WTSC:

A. Provide personnel and equipment to collect automobile speed samples on State Routes 7, 161, and 512.

B. Provide data processing of speed samples on State Routes 7, 161 and 512.

2.2 WSDOT will collect data through July 31, 2008.

- 2.3 WTSC agrees to pay WSDOT for the actual direct and related indirect costs which include manpower, vehicles, and related equipment, at rates current for such WSDOT operations activity.

3. PERIOD OF PERFORMANCE

- 3.1 The period of performance of this AGREEMENT shall commence on execution of this AGREEMENT, and terminate on August 31, 2008.

4. PAYMENT

4.1 WTSC, in consideration of the faithful performance of the WORK done by WSDOT agrees to reimburse WSDOT for the actual direct and related indirect costs incurred for the WORK as estimated in Exhibit A. Partial payments shall be made by WTSC upon request by WSDOT to cover costs incurred. Each request will be supported by a WSDOT detailed billing invoice. These payments are not to be more than one (1) per month. It is agreed that any partial payments will not constitute agreement as to the appropriateness of any item and that, at the time of final payment, all required adjustments will be made and reflected in the final payment.

4.2 WSDOT shall submit a final billing to WTSC within ninety (90) calendar days following completion of the WORK involved.

5. NON-SUPPLANTING

5.1 WSDOT shall not use the funds provided under this AGREEMENT to supplant local, state, or other federal funds. WSDOT shall be eligible for reimbursement only for services performed under this AGREEMENT, which are in addition to services normally performed by WSDOT prior to the receipt of federal grant funds provided through the WTSC.

6. DISPUTE RESOLUTION

6.1 In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, the dispute shall be settled in the following manner:

Each PARTY to this AGREEMENT shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any manner with the two PARTIES to this AGREEMENT. The dispute board shall evaluate the facts, contract terms, and 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 PARTY may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. Costs associated with the appointed third member shall be shared between the PARTIES equally.

7. TERMINATION

7.1 Either PARTY may terminate this AGREEMENT upon 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 In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this AGREEMENT and prior to normal completion, the WTSC may terminate this AGREEMENT, subject to renegotiations under those new funding limitations and conditions; provided, however, that WTSC shall be responsible for WSDOT's cost of any work performed under this AGREEMENT, regardless of a reduction in funding.


8. MODIFICATIONS

8.1 Any modification to the terms and conditions of this AGREEMENT shall be made by written amendment to this AGREEMENT signed by both PARTIES.


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

WASHINGTON TRAFFIC SAFETY
COMMISSION

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION



1/5/07
(Date)




1-9-07
(Date)

Brian Jones, Program Director
(Print Name) (Title)

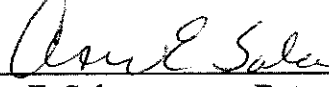
Randall A. Hain, Region Administrator
(Print Name) (Title)

APPROVED AS TO FORM

APPROVED AS TO FORM



Susan Cruise Date Jan. 3, 2007
Assistant Attorney General



Ann E. Salay Date 1-4-07
Assistant Attorney General

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Exhibit A – Cost Estimate
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- Collect and process speed and volume data on SR-7, SR-161 and SR-512
- Follow up surveys, over the next two years, will be conducted by WSDOT as scheduled and requested by WSTC.

ITEM	UNIT	UNIT PRICE	QUANTITY	COST
Radar gun speed studies Planning Tech 3 (including equipment) data collection & processing	Each	\$600	11	\$6,600
Radar gun speed studies Planning Tech 3 (including equipment) data collection	Each	\$500	11	\$5,500

Sub Total Estimated Data Collecting and Processing Cost **\$12,100**

**Indirect Cost Rate (rate varies,
currently 11.44%)** (Sub Total) x 11.44% = **\$1,384**

Total Estimated Data Collection Costs **\$13,484**