

INTERAGENCY AGREEMENT

Washington State Transportation Center at the University of Washington and Washington State University

Pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), this Agreement is entered into by and between the UNIVERSITY OF WASHINGTON, hereinafter referred to as the UW under the authority of Chapter 28B.20 RCW; WASHINGTON STATE UNIVERSITY, hereinafter referred to as WSU, under the authority of Chapter 28B.30 RCW; and the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as WSDOT, under the authority of Chapter 47.01 RCW.

Witnesseth

WHEREAS, WSDOT, UW and WSU joined in a written agreement in March 1981, to establish the Washington State Transportation Center (TRAC) to bring together the resources and capabilities of the two institutions of higher education with those of WSDOT, the Washington State Legislature and other appropriate institutions and organizations to bear on all aspects of transportation research,

WHEREAS, TRAC is instrumental in meeting the research needs of WSDOT,

WHEREAS, TRAC provides opportunities for the faculty, staff and students of UW and WSU to gain important knowledge and experience in transportation research,

WHEREAS, TRAC enhances the research programs of WSDOT, UW and WSU, and provides opportunities for WSDOT employees to expand their knowledge and training in transportation matter,

WHEREAS, the June 16, 1983, WSDOT Final Report on Research Program Review recommended an expansion of TRAC and revision of its role within WSDOT's research and development activities,

WHEREAS, WSDOT, UW and WSU have entered into revised INTERAGENCY AGREEMENTS in 1983 and subsequent years, each of which superseded the preceding agreement,

WHEREAS, WSDOT, UW and WSU have mutually agreed to certain revisions represented by this new agreement,

NOW, THEREFORE, all parties hereto agree as follows:

ARTICLE I
THE WASHINGTON STATE TRANSPORTATION CENTER

The WASHINGTON STATE TRANSPORTATION CENTER (TRAC) will hereafter operate under the terms and conditions of this Agreement which cancels and supersedes Agreement Y-2292, dated March 1981, Agreement Y-2811, dated September 1983, Agreement Y-3591, dated December 1985, agreement GC8295 dated July 1, 1987, Agreement GC9230 dated July 1, 1991, Agreement GC9904, dated July 1, 1993, Agreement GCA0938 dated June 1997 and Agreement GCA1802 dated July 1, 1999 except for the Task Orders under Agreements Y-2811, Y-3399, Y-3400, GC8286, GC8287, GC8719, GC8720, GC9233, GC9234, GC9902, GC9903, GCA1803 , GCA1804, GCA2695 and GCA2696 which are incorporated as part of this agreement by reference and made subject to the terms of this agreement.

ARTICLE II
PURPOSE

TRAC brings together the resources and capabilities of the UW, WSU, WSDOT and other appropriate institutions and organizations in a cooperative program of basic and applied research related to the full range of transportation systems and issues. This research will include, but not necessarily be limited to investigations with respect to administration and management; design and construction; operations and maintenance; planning and programming; and the environmental, social and economic effects of transportation systems. The objective of this type of research is to provide for effective, efficient, safe, and energy conserving transportation of persons and goods. TRAC will provide technology

transfer, training, continuing education and technical assistance for a full range of transportation systems and issues.

ARTICLE III
MEMBERSHIP

Membership in TRAC will include UW, WSU, and WSDOT. Other organizations may be admitted to membership if unanimously approved by the parties to this agreement.

ARTICLE IV
EXECUTIVE AGENT

UW will serve as Executive Agent for TRAC and thus employ or arrange for the employment of its UW Director and staff, submit its research proposals and accept its awards, issue its subcontracts, and provide its accounting and budget monitoring systems, all within the uniformly applied policies and procedures of UW.

WSU shall act as agent for projects where its faculty are principal investigators. As agent WSU shall submit proposals and accept awards, issue subcontracts, and provide its accounting and budget monitoring systems, recruit and hire personnel, including a WSU Director, all within the uniformly applied policies and procedures of WSU.

The Secretary of WSDOT will consider any proposed change of executive agent and the recommendation will be transmitted to the appropriate authorities at the universities for subsequent action.

ARTICLE V
EXECUTIVE DIRECTOR

The Executive Director of TRAC will be appointed by WSDOT following discussions and with the mutual consent of the Vice Provost of Research for UW and the Vice Provost for Research from WSU. The individual holding this position will divide his/her time between Seattle, Olympia and Pullman and in the

field so as to effectively interact with faculty, WSDOT employees and persons in other public organizations and the private sector involved in the WSDOT or TRAC research programs. As to TRAC, the Executive Director shall:

1. Nominate TRAC Directors, in consultation with the Vice Provost of Research of UW and the Vice Provost for Research from WSU, and in a manner consistent with the policies and procedures of the employing organization;
2. Coordinate the programs and various interactions within and through TRAC so as to assure that they achieve the greatest possible mutual benefit, produce a balanced overall effort, and eliminate unnecessary duplication of activity;
3. Interact with the WSDOT management in planning and conducting the WSDOT Research Program.
4. Appoint representatives to act on his or her behalf to various Boards, Committees, and similar groups.
5. The Executive Director may be designated from any of the three parties to this agreement (UW, WSU, and WSDOT). The position will be a part-time activity for the designated individual.

ARTICLE VI **DIRECTORS**

Directors at UW and WSU will be nominated by the Executive Director, with the concurrence of the Vice Provost for Research for their respective universities. The individuals holding these positions will perform the following functions:

1. Direct the day-to-day operations of the TRAC offices at their respective Universities to include fiscal affairs and personnel actions.

2. Interact with the Principal Investigators working through the appropriate TRAC office on matters relating to research management.
3. Interact with the university community, as appropriate, on matters of broad transportation oriented research.
4. Seek to develop sources of funding beyond the WSDOT research program to diversify the topics and funding base.
5. The Directors will have authority to sign TRAC research contracts at their respective Universities. At WSU, the Director must have the concurrence of the Vice Provost for Research. At UW, the Director must have the concurrence of the Director of Grants and Contacts.
6. Maintain and safeguard the official records of TRAC, including policy statements, resolutions and other appropriate documents;

ARTICLE VII
AREAS OF RESEARCH AND ACTIVITIES

The overall objectives common to all research areas are to provide technical assistance and training, technology transfer and research implementation. The TRAC research effort should be focused on the following activities, but shall not be limited to these alone:

1. Bridge and Structures
2. Construction, Maintenance and Materials
3. Environment
4. Highway Design and Safety
5. Mobility and Intermodal Planning
6. Traffic and Intelligent Transportation Systems (ITS)

TRAC may engage in other related activities within the general guidelines approved by the Administrative Board. The following activities support TRAC's objectives:

1. Encouragement of research through such means as: (1) seed money grants and research assistance to develop potential projects: (2) conferences between faculty resources and potential clients or users: (3) liaison with federal and state funding agencies: and (4) administrative assistance in proposal preparation, review and management.
2. Administration of research grants and contracts in all areas of transportation.
3. Publication of research results and research needs, and discussions of transportation issues through a newsletter and/or research reports.
4. Enhancement of knowledge and training through the use of conferences, workshops and continuing education.

ARTICLE VIII FACILITIES

UW will make space available for the TRAC Executive Director's and Director's office, staff and graduate students as required by administrative program needs consistent with UW policy. Space will be provided in Olympia by WSDOT for a TRAC Executive Director's office and required support staff. Both UW and WSU will provide, or arrange for, the necessary space to conduct the research programs and projects proposed by them to be carried out through TRAC with funding from WSDOT and other sponsors.

ARTICLE IX BIENNIAL COMMITMENTS

In addition to this Agreement, each biennium an Addendum will be negotiated between UW, WSU and WSDOT to provide specific commitments of funding, staff, faculty, schedules, space, programs,

training, and other appropriate TRAC related items. The purpose of the addendum is to provide program continuity and management review.

ARTICLE X FUNDING

TRAC will participate in WSDOT's research program and other agency- and State-sponsored research, planning, and training programs as identified in the Addendum. The actual dollar amounts will be determined after approval of the research program and other budgets by the WSDOT Secretary of Transportation.

TRAC will match needs with resources and seek broad financial support for research. TRAC will use such resources as provided by the UW, WSDOT, WSU, the legislature, and other sources both public and private. In-kind services, in the form of office space, equipment, staff assistance, and professional, technical and student services are recognized as substitutes for funds.

In addition, TRAC will seek other funding to provide continuity between projects from year to year. This funding will be utilized to pay salaries for the Directors, administrative staff, graduate students (Research Assistants), revolving fund, travel, equipment, and other miscellaneous items required to operate the Center exclusive of funded projects.

The sustaining funds will be sought from several sources, including:

1. Overhead sources paid by WSDOT to UW and WSU
2. Any present or future legislation provided for direct funding from Federal funds
3. Any present or future legislation provided for direct funding from State General Funds
4. Any other relevant sources.
5. WSDOT awards will provide for recovery of direct and indirect cost by UW and WSU consistent with their policies.

The Office of Management and Budget Circular A-102 uniform requirements for assistance to state and local governments and Circular A-110 relating to university involvement, determine and establish the definitions and applicable standards for this Agreement and payment hereunder, and by this reference are incorporated hereby and made a part of this Agreement for all intents and purposes as if fully set forth herein. Applicable minimum cost principles are specified in 48 CFR Part 31.

The parties to this Agreement shall not proceed with any items of work under this Agreement until receipt of a fully executed task order document for specific items of work.

ARTICLE XI CIVIL RIGHTS

It is agreed that all activities undertaken by TRAC shall comply with Title VI of the Civil Rights Act of 1964, as amended, 49 CFR Part 21 and related statutes and regulations as stated in 23 CFR Part 200.

ARTICLE XII PERIOD OF AGREEMENTS

This Agreement is effective upon execution by all parties, and will remain in effect through June 30, 2003, with the mutual agreement of the parties it may be extended periodically thereafter. This Agreement may be terminated at any time by mutual agreement of the parties, and by any party upon ninety (90) days written notice to the other parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1st day of July 2001.

Concurrence:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: _____
Date Signature

Douglas B. MacDonald
Typed Name

Secretary of Transportation
Title

UNIVERSITY OF WASHINGTON

By: _____
Date Signature

Alvin L. Kwiram
Typed Name

Vice Provost for Research
Title

WASHINGTON STATE UNIVERSITY

By: _____
Date Signature

George A. Hedge
Typed Name

Vice Provost for Research
Title

Approved as to form _____ , 2001.

Assistant Attorney General

2001-2003 BIENNIAL ADDENDUM
TO INTERAGENCY AGREEMENT FOR THE
WASHINGTON STATE TRANSPORTATION CENTER (TRAC)

This addendum outlines the specific commitments made to TRAC by the UW, WSU and WSDOT for the 2001-2003 biennium (July 1, 2001, through June 30, 2003).

PART A — UNIVERSITY OF WASHINGTON

1. The UW will make available Mr. Mark E. Hallenbeck for a period of two years to be Director of TRAC at UW as defined in Article VII, subject to Article VI, Item 1, for an annualized commitment of at least 33 percent of his time to provide oversight of the UW TRAC operations. Mr. Hallenbeck will direct the UW TRAC office staff and be responsible for the production of the TRAC biennial report, the TRAC newsletter, and the progress reports for both the UW and WSU. In addition, he will help WSDOT identify the appropriate UW faculty to perform WSDOT research, assist UW faculty in the identification of potential WSDOT (or other) sponsors that might fund promising transportation research, and provide guidance and council to WSDOT for the continued development of their research program. The UW shall be reimbursed by WSDOT for these direct salary and benefit costs but not indirect costs. Normal university overhead will apply for specific research contracts where the Director has direct charges.
2. The UW will arrange for office space for the Executive Director and Director, staff and graduate students according to University Policy.
3. Under the approval by OFM which allows the UW to return to its schools and colleges part of the indirect cost recovered on sponsored projects, the UW will return some indirect cost recovery to TRAC in accordance with UW policies.
4. From indirect cost recovery or other sources, the UW will provide a cash contribution for TRAC administration totaling \$30,000/year. This shall not be used for the Director's salary.

5. The UW will apply its off-campus indirect cost rate (does not include facility related costs) to TRAC's administration budget funded by WSDOT, the Legislative Transportation Committee or other State agencies. In this context, "administration budget" means TRAC overhead costs not charged to funded projects. For project activities, the UW indirect cost rates for on-campus and off-campus activities shall apply, as appropriate, under UW policy.
6. The UW shall coordinate a continuing involvement of WSDOT staff and others in UW seminars. This would be done by the WSDOT staff working with faculty and staff at the UW on specific seminars and classes
7. The UW will provide periodic information to TRAC on seminars, short courses, lectures, etc.
8. The UW plans to provide continuing education classes based on the cost to provide those services or on established University rates as negotiated.
9. The UW may provide opportunities for qualified WSDOT and local personnel to teach classes ranging from a single lecture to an entire class — normal compensation (zero to a few thousand dollars) would be provided by the UW, with prior approval of the appropriate Department chairs.
10. It is not the intention of this addendum to authorize and work or the expenditure of any funds. The statements herein are for the information of, and action by, the signatories to the Interagency Agreement.

PART B — WASHINGTON STATE UNIVERSITY

1. WSU will make Dr. Rafik Y. Itani available for a period of at least two years to be Director of TRAC at WSU as defined in Article VII, subject to the terms of Article VI, Item 1, for an annualized commitment of at least 20 percent of his time to provide oversight of the WSU TRAC operations. Dr. Itani will direct the WSU TRAC office staff. In addition, he will help WSDOT identify the appropriate WSU faculty to perform WSDOT research, assist WSU faculty in the identification of potential WSDOT (or

other) sponsors that might fund promising transportation research, and provide guidance and council to WSDOT for the continued development of their research program

2. WSU will provide office space for the Director. This space will be provided at no direct charge by WSU.
3. WSU will arrange university wide meetings for TRAC to solicit information on research interests and capabilities for TRAC and WSDOT.
4. WSU will provide periodic information to TRAC on seminars, short courses, lectures, etc.
5. WSU will provide a cash contribution totaling \$30,000/year. Depending on the availability of University resources, the participating departments will assist with the travel needs of their faculty members who will be presenting papers at the annual TRB meetings in Washington, D.C. Shared funding is for the 2001-03 biennium.
6. WSU will participate in continuing education classes based on the Education Services Agreement.
7. It is not the intention of this addendum to authorize any work or the expenditure of any funds. The statements herein are for the information of, and action by, signatories to the Interagency Agreement.

PART C — WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

1. WSDOT will make available the Director of the Research Office for a period of two (2) years to be the Executive Director of TRAC subject to the terms of Articles IV and VI. This will constitute a part-time activity (approximately 25 percent) for the Director.
2. WSDOT will contribute to the administrative costs of TRAC each biennium and these funds will be budgeted by the TRAC Executive Director and approved by the Administrative Board. This amount shall not exceed \$60,000/year, matching the funds contributed by UW and WSU, respectively.

3. WSDOT will provide seminar leaders or instructors for research seminars or classes that may be given under TRAC sponsorship, and also encourage attendance and participation by staff of the Department at these and other seminars.
4. WSDOT will encourage members of its technical staff to seek higher education opportunities and, in doing so, participate directly in TRAC research projects.
5. WSDOT's Research Office will support the activities of TRAC when the need arises in Olympia.
6. WSDOT will, as appropriate, make the facilities and staff of WSDOT Materials Laboratory and other units available for TRAC research projects.
7. It is anticipated that at least 60 percent of WSDOT research funds available for research projects will be administered through TRAC. For the current biennium, the preliminary amount assigned to TRAC projects is in excess of \$4,500,000.
8. WSDOT will work with TRAC to initiate a process which will allow all participants to this Agreement equal opportunity in research proposal development and subsequent project selection.
9. WSDOT will endeavor to finalize research project selection far enough in advance to allow the universities to appoint necessary faculty, students, and other staff within the necessary academic time frame.
10. WSDOT may, through TRAC, obtain the services of university faculty and other staff to assist in the development and operation of its technology transfer program.
11. WSDOT will make available its Technical Library in support of research projects and other TRAC activities.
12. It is not the intention of this addendum to authorize any work or the expenditure of any funds. The statements herein are for the information of, and action by, the signatories of the Interagency Agreement.

13. The terms of this Agreement and addenda must conform to the policies, procedures and requirements of FHWA and such conformity will be verified by an attached statement to that effect, signed by the Division Administrator of FHWA.

WASHINGTON STATE TRANSPORTATION CENTER
FEDERAL HIGHWAY ADMINISTRATION ENDORSEMENT

The Federal Highway Administration (FHWA) endorses the Washington State Transportation Center (TRAC) as instrumental in meeting the research needs of the Washington State Department of Transportation (WSDOT). FHWA supports the WSDOT research program by annually approving a work program (funding) and individually approving projects. TRAC is instrumental in producing research and reports meeting the objectives approved by WSDOT and FHWA for the individual projects. As a catalyst, TRAC also encourages funding and support of highway research, which is in addition to the regularly apportioned Federal-aid highway research funds.

Approved:

Date: _____

Division Administrator
Washington Division
Federal Highway Administration
Olympia, Washington

IN WITNESS WHEREOF the party hereto has executed this 2001-2003 Biennial Addendum to the TRAC Interagency Agreement GCA2694.

Concurrence:

UNIVERSITY OF WASHINGTON

By: _____
Date Signature

Alvin L. Kwiram

Typed Name

Vice Provost for Research

Title

IN WITNESS WHEREOF the party hereto has executed this 2001-03 Biennial Addendum to the TRAC Interagency Agreement GCA2694.

Concurrence:

WASHINGTON STATE UNIVERSITY

By: _____
Date Signature

George A. Hedge

Typed Name

Vice Provost for Research

Title

IN WITNESS WHEREOF the party hereto has executed this 2001-03 Biennial Addendum to the TRAC Interagency Agreement GCA2694.

Concurrence:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: _____
Date Signature

Douglas B. MacDonald
Typed Name

Secretary of Transportation
Title

Approved as to form _____ , 2001.

Assistant Attorney General