

# INTERAGENCY AGREEMENT

GCB 1460

## Washington State Department of Transportation and 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 Title 47 RCW, collectively "Parties," and individually "Party".

### 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 matters,

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WSDOT, UW and WSU have entered into revised INTERAGENCY AGREEMENTS in 1983 and subsequent years, each of which superseded the preceding agreement,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

### SECTION 1 PURPOSE OF TRAC

1.1 It is the purpose of this Agreement is for the Parties to utilize the Washington State Transportation Center (TRAC) to coordinate 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 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 may provide technology transfer, training, continuing education and technical assistance for a full range of transportation systems and issues.

1.2 The method for assignment of research projects to the TRAC research units at the member University's will be by Task Order issued under separate Master Research Agreements respectively for the UW, WSU, and when applicable, other TRAC participants per the terms of SECTION 2. Each Task Order will contain a detailed scope of work and budget specific to that project.

## **SECTION 2** **PARTICIPATION IN TRAC**

2.1 Participation in TRAC currently includes UW, WSU, and WSDOT. Other organizations may be included in participation if unanimously approved as an amendment to this Agreement by the Parties.

## **SECTION 3** **UW AS AGENT**

3.1 UW will serve as agent for TRAC on the UW campus and thus employ or arrange for the employment of its UW TRAC 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. UW will maintain the TRAC website, compile Title VI report data, conduct technical editing of research reports, contribute to and review drafts of the TRAC Biennial Report, and maintain program metrics.

## **SECTION 4** **WSU AS AGENT**

4.1 WSU will serve as agent for TRAC on the WSU campus and thus employ or arrange for the employment of its TRAC Director and staff, shall submit proposals and accept awards, issue subcontracts, and provide its accounting and budget monitoring systems, all within the uniformly applied policies and procedures of WSU. WSU will compile Title VI report data, conduct technical editing of research reports, contribute to and review drafts of the TRAC Biennial Report, and maintain program metrics.

## **SECTION 5** **EXECUTIVE DIRECTOR**

5.1 The Executive Director of TRAC will be the WSDOT Director, Office of Research & Library Services, unless a mutually agreed upon alternative is selected by agreement of the WSDOT Research Executive Committee Chair and the Vice Provost for Research for UW and Vice President for Research at WSU. The functions of the Executive Director shall include, but not be limited to:

5.1.1. In consultation with the Vice Provost of Research of UW and the Vice President for Research from WSU, and in a manner consistent with the policies and procedures of the employing organization, discuss the knowledge, skills and abilities required in a TRAC Director;

5.1.2. Coordinate the research programs and related interactions of TRAC participants within and through TRAC so as to assure the achievement of the greatest possible mutual benefit, production of a balanced overall effort, and elimination of unnecessary duplication of activity;

5.1.3. Interact with the WSDOT management in planning and conducting the WSDOT Research Program.

5.1.4. Compile Title VI report data, performance metrics, and contribute to and review drafts of the TRAC Biennial Report.

## **SECTION 6** **DIRECTORS**

6.1 The TRAC Directors at UW and WSU will perform the following functions:

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

6.1.2. Participate in the WSDOT Research Executive Committee as non-voting members and provide feedback and advice for the WSDOT Research Program and university partnerships.

6.1.3 Interact with the Principal Investigators (the faculty member specified in the Task Order as responsible for the conduct of the research) working through the appropriate TRAC office on matters relating to research management (budget, scope, and schedule), reports, and project delivery.

6.1.4 Interact with the university community, as appropriate, on matters of broad transportation-oriented research.

6.1.5 Seek to develop sources of funding beyond the WSDOT research program to diversify the topics and funding base.

6.1.6 The Directors will be responsible for reviewing and approving, or indicating necessary changes to, the terms and conditions of individual project Task Orders at their respective universities. Once approved by the Directors, the project Task Orders must be signed by the university's Authorized Signatory: the Director of the Office of Grant and Research Development at WSU, and the Director of the Office of Sponsored Programs at UW.

6.1.7 Maintain and safeguard the official records of TRAC, including policy statements, resolutions and other appropriate documents subject to chapter 40.14 RCW.

6.1.8 Maintain an up to date Internet site summarizing project status and findings.

6.1.9 Maintain an accurate list of patents or inventions resulting from research projects and an inventory of all equipment purchased with research project funds and the location of such equipment.

6.1.10. Maintain metrics on TRAC research activities including but not limited to: the title, value, and funding source of projects; number of researchers and departments; number of students and their degrees and majors; number of patents or inventions; number of seminars and training courses; and, other metrics as defined in the UW and WSU Research Master Agreements and Task Orders.

## **SECTION 7** **AREAS OF RESEARCH AND ACTIVITIES**

7.1 The overall objectives common to all research areas are to develop new knowledge, provide technical assistance and training, technology transfer and research implementation. The TRAC research effort will address issues approved by the WSDOT Research Executive Committee or developed by program offices. Topics include, but are not limited to, transportation goals defined by the Washington State Legislature:

1. Safety
2. Preservation
3. Mobility
4. Environment
5. Stewardship
6. Economic Vitality

7.2 TRAC may engage in other related activities within the general guidelines approved by the WSDOT Research Executive Committee. The following activities support TRAC's objectives:

1. Encouragement of research through such means as:
  - a. Seed money grants and research assistance to develop potential projects;
  - b. Conferences between faculty resources and potential clients or users;
  - c. Liaison with federal and state funding agencies; and

- d. 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, webcasts, workshops and continuing education.

**SECTION 8**  
**UW and WSU COMMITMENTS**

The following are commitments made by each of the university members of TRAC toward the support of TRAC and its transportation research efforts:

8.1 UW shall:

- a. Provide monetary and/or in-kind contributions as defined under the Master Research Agreement or separate Task Order. Maintain the TRAC website including information about member organizations, contacts, research facilities, current research projects, research reports and other content agreed upon by the TRAC Directors.
- b. Coordinate with WSDOT subject matter experts for continuing involvement in UW seminars and activities.
- c. Provide periodic information to TRAC member organizations on seminars, short courses, lectures, etc.
- d. Provide continuing education classes based on the cost to provide those services or on established University rates as negotiated.
- e. Maintain an electronic mailing list/network of researchers interested in transportation related research and advocate for WSDOT interests and needs on campus.
- f. Provide annual reports to the TRAC Executive Director on TRAC performance metrics at the UW.

8.2 WSU shall:

- a. Provide monetary and/or in-kind contributions as defined under the Master Research Agreement or separate Task Order.
- b. Coordinate with WSDOT subject matter experts for continuing involvement in WSU seminars and activities.
- c. Contribute information for the TRAC website including research reports, research facilities, faculty, and contacts.
- d. Provide continuing education classes based on the cost to provide those services or on established University rates as negotiated.
- e. Maintain an electronic mailing list/network of researchers interested in transportation related research and advocate for WSDOT interests and needs on campus.
- f. Provide periodic information to TRAC member organizations on seminars, short courses, lectures, etc.
- g. Provide annual reports to the TRAC Executive Director on TRAC performance metrics at WSU.

**SECTION 9**  
**WSDOT COMMITMENTS**

9.1 WSDOT shall provide monetary and/or in-kind contributions as defined by Task Order.

9.2 WSDOT may provide seminar leaders or instructors for research seminars or classes that may be given under TRAC sponsorship, and also encourage attendance and participation by WSDOT staff in seminars and educational opportunities provided by the UW and WSU. Reimbursement to WSDOT for the cost of providing seminar leaders or instructors will be by separate agreement.

9.3 WSDOT will encourage members of its technical staff to seek higher education opportunities and, in doing so participate directly in TRAC research projects.

9.4 WSDOT's Research Office will provide support to the TRAC Directors or to research project Principal Investigators in making presentations related to research projects in Olympia.

9.5 WSDOT will, as appropriate, make the facilities and staff of WSDOT available for TRAC research projects. WSDOT will determine the availability of such facilities and staff.

9.6 WSDOT will provide information to the Parties to this Agreement on WSDOT research needs and priorities. The TRAC Executive Director will work with the TRAC Directors to identify the principal investigators with the knowledge, skills and time to develop proposed solutions and conduct research.

9.7 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.

9.8 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.

9.9 WSDOT will make available its Technical Library in support of research projects and other TRAC activities.

9.10 WSDOT will contribute information about research conducted in-house or through other research institutions.

9.11 Within funding constraints, WSDOT will provide opportunities for students through internships, research projects, student studies, or capstone projects.

## **SECTION 10 FUNDING**

10.1 UW and WSU will participate financially in WSDOT's research program and other agency- and State-sponsored research, planning, and training programs. The actual dollar amounts of such participation will be determined after approval of the research program and other budgets by the WSDOT Secretary of Transportation.

10.2 TRAC will coordinate 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.

10.3 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); provide a revolving fund for miscellaneous office expenses, travel, equipment, and other miscellaneous items required to operate TRAC exclusive of funded projects.

This funding will be sought from several sources, including:

1. Any present or future legislation provided for direct funding from Federal funds;
2. Any present or future legislation provided for direct funding from State General Funds;
3. Any other relevant sources, such as grants, scholarships, donations or private contributions.

10.4 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.

**SECTION 11**  
**CIVIL RIGHTS**

11.1 It is agreed that all activities undertaken by the Parties through 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.

**SECTION 12**  
**PERIOD OF AGREEMENT**

12.1 This Agreement is effective upon execution by all Parties, and will remain in effect through June 30, 2018. This Agreement may be extended as desired by the Parties. Such extension shall be by written supplement to this Agreement.

**SECTION 13**  
**TERMINATION**

13.1 This Agreement may be terminated at any time by mutual agreement of the Parties, and by any Party upon ninety (90) calendar days written notice to the other Parties.

**SECTION 14**  
**HOLD HARMLESS**

14.1 To the extent provided in the second sentence of the following paragraph, and to the extent allowed by law, each Party shall protect and hold harmless the other Parties from and against all claims, damages (both to persons and property), suits or action arising from any intentional or negligent act or omission of that Party's employees agents and/or authorized subcontractor(s) while performing under the terms of the Agreement.

In the event of a claim for damages of any nature whatsoever arising out of the performance of this Agreement caused by the concurrent actions of the Parties, their officers, officials, employees, and/or agents, each Party shall provide its own defense and be liable for damages, costs, fees or other amounts only to the extent of its individual actions that are the basis for the imposition of liability or damages. Furthermore, the Parties shall defend and indemnify the other Parties against potential liability for actions brought by its own employees or agents against the other Parties and hereby expressly waive any defenses to such claims which may be afforded pursuant to RCW Title 51. This waiver has been mutually negotiated by the Parties and does not extend to any other person or entity.

**SECTION 15**  
**DISPUTE RESOLUTION**

15.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The UW and Vice President for Research at WSU and the WSDOT Chief Engineer (Research Executive Committee Chair) shall each appoint a member to a dispute board; these three members shall appoint two additional members not affiliated with any of the Parties. The decision made by this board shall be final and binding on the parties to this agreement. Each Party shall pay the expenses of their own representative and the expense of any appointed members shall be shared equally between the three Parties.

**SECTION 16**  
**VENUE**

16.1 In the event that any of the Parties deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the Parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

SECTION 17  
CONFORMITY

17.1 The terms of this Agreement must conform to the policies, procedures and requirements of Federal Highway Administration (FHWA) and such conformity will be verified by an attached statement to that effect, signed by the Division Administrator of FHWA.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date signed last by the Parties below.

Concurrence:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: 9/9/13 \_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Keith Metcalf  
Acting Assistant Secretary,  
Engineering and Regional Operations

Approved as to form July 9, 2013.  
\_\_\_\_\_  
Assistant Attorney General for WSDOT

UNIVERSITY OF WASHINGTON

By: 8/1/13 \_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Lynette Arias  
Director, Office of Sponsored Programs  
Title

Matthew T. Hawkins  
Grant and Contract Administrator, OSP  
Acting on behalf of Lynette F. Arias

WASHINGTON STATE UNIVERSITY

By: \_\_\_\_\_

8-23-2013  
Date Signature Nancy Magnusson

Nancy Magnusson  
Interim Vice President for Research

Approved as to form Page 21, 2013.

[Signature]  
Assistant Attorney General for Washington State University

**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:

Daniel M. Mathis

Date: 09/23/2013

Daniel M. Mathis  
Division Administrator  
Washington Division  
Federal Highway Administration  
Olympia, Washington