

Effective Date August 24, 2018
(Date to be filled in by PennDOT)

AGREEMENT NO. 220981

INTERAGENCY AGREEMENT

This Interagency Agreement ("Agreement") is entered into by and between the Pennsylvania Department of Transportation ("PennDOT"), the Pennsylvania Department of Health ("DOH") the Pennsylvania State Police ("PSP"), the Pennsylvania Emergency Management Agency ("PEMA") and the Pennsylvania Turnpike Commission ("Commission") (The agencies are collectively referred to in this Agreement as the "parties.>").

BACKGROUND

Sections 501 and 502 of the Administrative Code of 1929 (71 P.S. §§ 181 and 182) require Commonwealth departments and agencies to coordinate their work and activities with other Commonwealth departments and agencies.

PennDOT, DOH, PSP and PEMA are executive agencies of the Commonwealth; and the Commission is an independent agency of the Commonwealth.

The United States Department of Transportation, Federal Highway Administration ("FHWA") defines traffic incident management ("TIM") as a "planned and coordinated multi-disciplinary process to detect, respond to, and clear traffic incidents so that traffic flow may be restored as safely and quickly as possible." Effective TIM programs yield wide-ranging benefits, including reduction of traffic incident duration and impact, increased safety for motorists and crash victims, increased safety for first responders, and reduction of traffic congestion.

According to the National Traffic Incident Management Coalition, traffic crashes and "struck-by" incidents are leading cause of on-duty injuries and deaths for highway workers, law enforcement, firefighters, emergency medical personnel, and towing and

recovery personnel. Therefore, reducing incident clearance times will improve first responder safety while keeping traffic moving.

In Pennsylvania on average:

- Each day 355 reportable traffic crashes occur (about 15 crashes every hour).
- Each day 3 persons are killed in reportable traffic crashes (one death every 7 hours).
- Each day 227 persons are injured in reportable crashes (about 9 injuries every hour).

TIM in Pennsylvania represents a blend of rural and urban needs, of volunteer and paid professionals, of personnel from state and local agencies, and of county governments and state directives. Coordinating TIM in Pennsylvania has been challenging because state and local roadways fall under different jurisdictions and thus by law involve different responding entities and different protocols.

Building upon concepts from the National Unified Goal for Traffic Incident Management, a Pennsylvania Traffic Incident Management Enhancement ("PennTIME") program will target many specific goals aimed at improving TIM practices and policies across the Commonwealth. Establishment of the PennTIME program is the result of recommendations contained in a report issued by the State Transportation Advisory Committee ("STAC") in February 2014) and enjoys the support of STAC's member agencies and numerous stakeholders across the Commonwealth of Pennsylvania.

While each of the parties has discrete functions and responsibilities regarding TIM, coordination of efforts through a multi-disciplinary approach is essential for development and maintenance of a successful statewide TIM program.

The parties, intending to be legally bound, agree as follows:

1. Term. This Agreement will become effective as of Effective Date, as defined below, and will remain in full force and effect unless terminated by any party in accordance with Paragraph 13 of this Agreement.

2. Effective Date. The Effective Date of this Agreement shall be the date that it has been fully executed by all parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.

3. Organizational Structure. In the interests of achieving a uniform, coordinated and consistent approach to TIM within the Commonwealth, developed through input from governmental and private TIM practitioners at the state, regional and local levels, which allocates resources in an efficient and economical manner, the organizational structure for the PennTIME program, shall consist of statewide panels, regional groups and committees focused on specific subject matter, as described in detail below.

4. Executive Statewide TIM Panel. The parties shall create an Executive Statewide TIM Panel (“Executive Panel”) to provide high level guidance and oversight to support the development of PennTIME as a continuous, multi-disciplinary statewide TIM program. The Executive Panel shall pursue activities, programs, and policies that further a uniform, coordinated and consistent approach to TIM within the Commonwealth. The Executive Panel shall perform the following specific functions:

- a. advising the Governor on policies, procedures, legislation, and regulations that affect TIM;
- b. serving in an advisory role for public safety leaders and transportation experts committed to the management of traffic incidents;
- c. supporting activities that include dissemination and promotion of TIM; and
- d. developing a joint operational statement committed to promoting the following items:
 - i. a focus on personal safety, as well as that of all first responders and the traveling public;
 - ii. clearance of roadway incidents as quickly and safely as possible;

- iii. provision of prompt and reliable interoperable communications;
 - iv. training of responders
 - v. public education and outreach;
 - vi. technology; and
 - vii. creation, operation and maintenance of a PennTIME website.
- e. pursuing any other activities, programs, and policies that are consistent with its responsibilities for TIM.

5. Membership of Executive Panel. In addition to representatives of the parties, the Executive Panel shall consist of representatives of the following agencies and organizations:

- a. Governor's Office
- b. FHWA
- c. Federal Motor Carrier Safety Administration ("FMCSA")
- d. Office of the State Fire Commissioner
- e. Pennsylvania Chiefs of Police Association ("PCPA")
- f. Pennsylvania Association of Township Supervisors ("PSATS")
- g. Pennsylvania Towing Association or Alliance of Automotive Service Providers ("AASP-PA")

The representatives of the Governor's Office, the FHWA and the FMCSA shall be ex-officio members of the Executive Panel. The parties shall extend invitations to the PCPA, PSATS, and either the Pennsylvania Towing Association or AASP-PA to designate representatives for the Executive Panel. At its discretion, the Executive Panel shall be able to designate in the future other agencies, whether federal, state, or local, and private organizations to be represented, either as new members of the Executive Panel or as replacements for organizations currently represented.

6. Members' Terms. Members of the Executive Panel shall serve at the pleasure of their respective agencies or appointing authorities or as otherwise provided by the bylaws to be adopted by the Executive Panel.

7. Bylaws. The Executive Panel shall have the right and power to adopt bylaws for the management and regulation of its affairs and the governance of the PennTIME program. The matters to be addressed by the bylaws shall include the appointment or selection of a chair, appointment or selection of an executive director, and creation of panels, committees, ad hoc working groups, and task forces in addition to those provided for in this Agreement.

8. Statewide TIM Panel. The Executive Panel shall establish a Statewide TIM Panel ("TIM Panel"), to function as the primary leadership group within the PennTIME program to foster the development of statewide TIM initiatives and implement comprehensive multi-disciplinary TIM programs. In addition to the members of the Executive Panel, the membership of the TIM Panel shall include representatives of the following organizations:

- a. Pennsylvania Department of Health/Emergency Medical Services
- b. Delaware Valley Regional Planning Commission
- c. Southwest Pennsylvania Commission
- d. Other Metropolitan and Rural Planning Organizations;
- e. Pennsylvania Coroners Association;
- f. Pennsylvania Fire Police Association;
- g. Pennsylvania Motor Truck Association;
- h. State Transportation Advisory Committee;
- i. Pennsylvania Senate Transportation Committee;
- j. Pennsylvania Senate Veterans Affairs & Emergency Preparedness Committee;
- k. Pennsylvania House of Representatives Transportation Committee

- l. Pennsylvania House of Representatives Veterans Affairs & Emergency Preparedness Committee
- m. American Automobile Association;
- n. Pennsylvania Towing Association;
- o. AASP-PA
- p. Cumberland Valley Volunteer Firemen's Association;
- q. Volunteer Firemen's Insurance Services;
- r. Municipal Law Enforcement;
- s. PSATS;
- t. County Commissioners Association of Pennsylvania;
- u. FHWA Technical Services; and
- v. Such other organizations as the Executive Panel may decide to invite.

9. Regional Teams. The Executive Panel shall establish Regional TIM Teams ("Regional Teams") to bring initiatives developed at the statewide level to the local level for reviews and consensus-building among TIM practitioners from all disciplines. The Regional Teams shall be designated as follows:

- a. Western Regional Team (under the sponsorship of the Southwestern Pennsylvania Commission);
- b. Central Regional Team;
- c. Eastern Regional Team;
- d. Southeastern Regional Team (under the sponsorship of the Delaware Valley Regional Planning Commission);
- e. Transportation Management Associations; and
- f. Other Regional and Local TIM Teams.

10. Committees. The Executive Panel shall establish Statewide TIM Committees ("Committees") with responsibilities for targeted tasks designed to enhance TIM strategies continuously. Committee members will work to implement programs and

strategies and report successes and challenges to the Statewide Panel. The Committees and their specific objectives are as follows:

a. *Training Committee.* The objective of the Training Committee is to promote and coordinate the delivery of TIM training to emergency responders from all disciplines, including fire, emergency medical services, law enforcement, and towing. This committee is also tasked with identifying continuing education opportunities for trainers and developing plans for the expansion of training into non-traditional TIM disciplines.

b. *Technology Committee.* The objective of the Technology Committee is to establish and implement efficient use of technology to enhance TIM in Pennsylvania. Specific task areas for this committee include such initiatives as computer aided dispatch integration in the traffic management center environment, interoperable radio communications, and methods to leverage “big data” for improvements to traffic incident detection and management.

c. *Public Education and Outreach Committee.* The objective of the Public Education & Outreach Committee is to develop and implement strategies aimed at promoting TIM awareness and educational information to the public. Other areas within this committee include media relations and content development for the PennTIME website.

d. *Legislative Affairs Committee.* The objective of the Legislative Affairs Committee is to review transportation legislation related to TIM and develop consensus within the statewide TIM community for recommendations that can be presented to elected officials for consideration.

e. *TIM Task Force Development Committee.* The objective of the TIM Task Force Development Committee is to foster the growth of existing TIM Task Force groups in Pennsylvania, and assist with the development of new Task Force groups in regions in need of formalized TIM programs. TIM Task Force groups are primarily responsible for implementing comprehensive programs designed to promote best practices in areas such as on-scene operations and after-action reviews.

f. *Towing and Recovery Committee.* The Towing & Recovery Committee’s primary objective is to review and improve statewide towing regulations, practices, and

procedures while promoting safe, quick clearance of incident scenes. This committee shall coordinate liaison services with other PennTIME committees as needed to ensure consistency with other PennTIME initiatives and programs.

11. Frequency of Meetings. The Executive Panel, TIM Panel, Regional Teams and Committees shall all meet at least annually. The bylaws shall address the actual frequency of meetings for each of these bodies.

12. Non-signatory Participants. Although certain governmental agencies and private organizations whose representation on the Executive Panel is being sought will not become parties to this Agreement, the parties shall invite them to sign a document, to be appended to this Agreement, by which they signify their commitment to have representation on the Executive Panel, TIM Panel and, as appropriate, other bodies described in this Agreement and to participate in the Commonwealth-wide collaborative effort, being undertaken pursuant to this Agreement, to develop and maintain a successful TIM program. As the Executive Panel, at its discretion, designates other governmental agencies and private organizations in the future for representation on the Executive Panel, it shall invite them to sign a similar document too.

13. Termination. This Agreement will terminate upon the occurrence of either of the following events, subject to the contingencies specified:

a. *Non-Appropriation.* Any payment obligation or portion thereof created by this Agreement is conditioned upon the availability of Commonwealth or Federal funds, which are appropriated or allocated for the payment of such an obligation or portion thereof. Each party will request such funds each year during the term of this Agreement. If the funds are not allocated and available, this Agreement may be terminated by that party at the end of the period for which funds are available. No penalty shall accrue to that party in the event this provision is exercised and that party shall not be obligated or

liable for any future payments due for any damages as a result of termination under this provision of the Agreement.

b. *Written Notice.* Any party may terminate its participation in the PennTIME program and its representation on the Executive Panel, TIM Panel, committees, task forces and other working groups created pursuant to this Agreement by sending thirty (30) days prior written notice of termination to the other parties. Unless the remaining parties then decide to terminate this Agreement as provided below, this Agreement and the participation and representation of the remaining parties in the PennTIME program shall continue in full force and effect. Termination of this Agreement as a result of one party's termination of participation shall require written concurrence of all other parties. The written concurrence must occur within thirty (30) days of receipt of the notice of termination and shall specify the effective date of termination.

14. Amendment and Modifications. No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.

15. Agency. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of any other party.

16. Notice. Any written notice to PennDOT under this Agreement shall be sufficient if mailed or e-mailed to:

Daniel J. Whetzel
Section Chief, Emergency Incident Management
Pennsylvania Department of Transportation, Bureau of Maintenance and
Operations
400 North Street – Keystone Building, 6th Floor
Harrisburg, PA 17120
E-mail: dwhetzel@pa.gov

Any written notice to DOH under this Agreement shall be sufficient if mailed or e-mailed to:

Raphael M. Barishansky
Deputy Secretary for Health Planning and Assessment
Pennsylvania Department of Health
Health and Welfare Building, 8th Floor West
625 Forster Street
Email: rbarishans@pa.gov

Any written notice to PSP under this Agreement shall be sufficient if mailed or e-mailed to:

Major James B. Basinger
Director, Bureau of Patrol
Pennsylvania State Police
1800 Elmerton Avenue
Harrisburg, PA 17110
Email: jbasinger@pa.gov

Any written notice to PEMA under this Agreement shall be sufficient if mailed or e-mailed to:

Jeffrey Thomas
Executive Deputy Director
Pennsylvania Emergency Management Agency
1310 Elmerton Avenue
Harrisburg, PA 17110
Email: jethomas@pa.gov

Any written notice to the Commission under this Agreement shall be sufficient if mailed or e-mailed to:

Stacia A. Ritter, Esq.
Director of Policy and External Affairs
Pennsylvania Turnpike Commission
700 South Eisenhower Boulevard
Middletown, PA 17057
Email: sritter@paturnpike.com

17. Applicable Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts.

18. Disputes. Any dispute under this Agreement arising exclusively between executive agencies shall be submitted to the Office of General Counsel for resolution. In the event of a dispute involving the Commission and one or more executive agencies, the affected parties shall use their best efforts to settle such dispute promptly through direct negotiation. Any dispute that is not settled within sixty (60) days from the date any party has notified the other party(ies) of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the head(s) or deputy head(s) of the executive agency(ies), or his/her (their) designee(s), and the Chief Executive Officer ("CEO") of the Commission, or his/her designee. The decision of the head(s) or deputy head(s) and the CEO, or their respective designees, shall be final and binding upon all parties. Despite the existence of a dispute, each party shall continue to perform its obligations under this Agreement.

19. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or to the laws of the Commonwealth, and the applicability thereof to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected.

20. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Integration and Merger. When fully executed by the parties, this Agreement shall be the final and complete Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement, unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representatives, have signed this Agreement below.

Approved for Legality and Form

Commonwealth of Pennsylvania
Department of Transportation

By *[Signature]* 8/1/2018
for Chief Counsel (Date)
Department of Transportation
MJC
7/30/2018

By *[Signature]* 7/31/18
Deputy Secretary (Date)
of Transportation

Approved as to Legality and Form

Commonwealth of Pennsylvania
Department of Health

By _____
Chief Counsel (Date)
Department of Health

By _____
Secretary (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania State Police

By _____
Chief Counsel (Date)
Pennsylvania State Police

By _____
Commissioner (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Emergency Management Agency

By _____
Chief Counsel (Date)
Pennsylvania Emergency Management Agency

By _____
Director (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Turnpike Commission

By _____
Commission Counsel (Date)
Pennsylvania Turnpike Commission

By _____
Chair (Date)

{Signatures continue on next page.}

The parties, through their authorized representatives, have signed this Agreement below.

Approved for Legality and Form

Commonwealth of Pennsylvania
Department of Transportation

By _____
for Chief Counsel (Date)
Department of Transportation

By _____
Deputy Secretary (Date)
of Transportation

Approved as to Legality and Form

Commonwealth of Pennsylvania
Department of Health

By Alison Taylor 7/18/18
Chief Counsel (Date)
Department of Health

By [Signature] 7/18/18
Secretary (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania State Police

By _____
Chief Counsel (Date)
Pennsylvania State Police

By _____
Commissioner (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Emergency Management Agency

By _____
Chief Counsel (Date)
Pennsylvania Emergency Management Agency

By _____
Director (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Turnpike Commission

By _____
Commission Counsel (Date)
Pennsylvania Turnpike Commission

By _____
Chair (Date)

{Signatures continue on next page.}

The parties, through their authorized representatives, have signed this Agreement below.

Approved for Legality and Form

Commonwealth of Pennsylvania
Department of Transportation

By _____
for Chief Counsel (Date)
Department of Transportation

By _____
Deputy Secretary (Date)
of Transportation

Approved as to Legality and Form

Commonwealth of Pennsylvania
Department of Health

By _____
Chief Counsel (Date)
Department of Health

By _____
Secretary (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania State Police

By Johnson N. Reynolds 7/17/18
Chief Counsel (Date)
Pennsylvania State Police

By [Signature] 07/23/18
Acting Commissioner (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Emergency Management Agency

By _____
Chief Counsel (Date)
Pennsylvania Emergency Management Agency

By _____
Director (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Turnpike Commission

By _____
Commission Counsel (Date)
Pennsylvania Turnpike Commission

By _____
Chair (Date)

[Signatures continue on next page.]

The parties, through their authorized representatives, have signed this Agreement below.

Approved for Legality and Form

Commonwealth of Pennsylvania
Department of Transportation

By _____
for Chief Counsel (Date)
Department of Transportation

By _____
Deputy Secretary (Date)
of Transportation

Approved as to Legality and Form

Commonwealth of Pennsylvania
Department of Health

By _____
Chief Counsel (Date)
Department of Health

By _____
Secretary (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania State Police

By _____
Chief Counsel (Date)
Pennsylvania State Police

By _____
Commissioner (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Emergency Management Agency

By Nicole M. Baldonado 06/04/18
Chief Counsel (Date)
Pennsylvania Emergency Management Agency

By [Signature] 6/4/18
Director (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Turnpike Commission

By _____
Commission Counsel (Date)
Pennsylvania Turnpike Commission

By _____
Chair (Date)

[Signatures continue on next page.]

The parties, through their authorized representatives, have signed this Agreement below.

Approved for Legality and Form

Commonwealth of Pennsylvania
Department of Transportation

By _____
for Chief Counsel (Date)
Department of Transportation

By _____
Deputy Secretary (Date)
of Transportation

Approved as to Legality and Form

Commonwealth of Pennsylvania
Department of Health

By _____
Chief Counsel (Date)
Department of Health

By _____
Secretary (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania State Police

By _____
Chief Counsel (Date)
Pennsylvania State Police

By _____
Commissioner (Date)

Approved as to Legality and Form

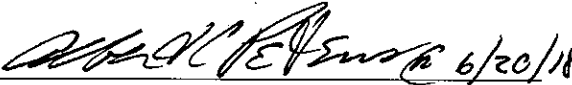
Commonwealth of Pennsylvania
Pennsylvania Emergency Management Agency

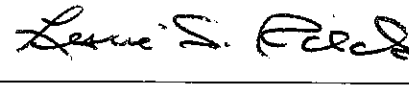
By _____
Chief Counsel (Date)
Pennsylvania Emergency Management Agency

By _____
Director (Date)

Approved as to Legality and Form

Commonwealth of Pennsylvania
Pennsylvania Turnpike Commission

By  6/20/18
Commission Counsel (Date)
Pennsylvania Turnpike Commission

By 
Chair (Date) 6/20/18

[Signatures continue on next page.]

Approved for Legality and Form.

BY Pamela J. Cross 8/8/18
Deputy General Counsel (Date)

BY ~~James E. Shannon~~ 8/24/18
Deputy Attorney General (Date)

18-004

COMMITMENT BY NON-SIGNATORY PARTICIPANT

As the duly authorized representative of the organization named below, I am signing this document to signify my organization's commitment to participation in and representation on the Executive Statewide TIM Panel, the Statewide TIM Panel and, as appropriate, other committees, bodies and task forces created under the PennTIME program and to support the Commonwealth-wide collaborative effort being undertaken pursuant to the attached Agreement to develop and maintain a successful traffic incident management program.

_____*
(Name of Organization)

By _____
Name (Printed or Typed) _____
Title _____
Date _____

*Please attach a resolution or other delegation of signature authority and fill in the blanks.