

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES, DIVISION OF  
FLORIDA HIGHWAY PATROL  
AND  
FLORIDA DEPARTMENT OF TRANSPORTATION**

The Department of Highway Safety and Motor Vehicle, Division of Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) enter into this Memorandum of Understanding (MOU), which becomes effective upon the signatures of both parties.

WHEREAS, FDOT requires the assistance of specialized manpower and equipment for use in expediting the removal of vehicles, cargo, and debris from roadways on the State Highway System to restore, in an urgent manner, the safe and orderly flow of traffic following a motor vehicle crash or incident on Florida's roadways; and

WHEREAS, FHP and its Regional Communication Centers throughout Florida can assist the FDOT in coordinating its "Open Roads Policy" and "Rapid Incident Scene Clearance Program" ("RISC") through its anticipated non-exclusive contracts with towing and recovery companies; and

WHEREAS, joint operations between FDOT and FHP would advance the interests of Public Safety;

NOW, THEREFORE, pursuant to the provisions of ss. 334.044, 335.10 and 321.051, Florida Statutes and Rule 15B-9.003(13), Florida Administrative Code, and in consideration of the mutual agreements contained herein, the undersigned parties to this MEMORANDUM OF UNDERSTANDING stipulate and agree between themselves as follows:

**I. CONDITIONS AND PROCEDURES**

The parties agree to the following conditions:

1. The preceding recitals are incorporated herein and made an integral part to this MOU.
2. On-scene FHP Troopers, in consultation with an FHP Supervisor, or trained FDOT personnel will make the determination that a crash meets the criteria for a RISC activation. Local protocols for RISC callout will be established by each District Secretary or Director of Operations of FDOT.
3. FDOT agrees to establish and maintain the RISC activation criteria and the RISC rotation list for each FDOT District and to provide them to FHP.
4. Upon RISC activation, FHP agrees to coordinate the initial contact and request of those contractors, as designated and determined by FDOT district procedures

through its management of the RISC wrecker rotation list, who qualify to provide RISC services

5. FHP, through its Regional Communications Centers, or FDOT through its Transportation Management Centers agrees to note all times as related to the RISC implementation and operation within its CAD system or SunGuide™ software.
6. FHP will assure that all tow operators authorized by FDOT and incorporated into the RISC rotation lists are approved rotation wrecker operators under Chapter 15B-9, Florida Administrative Code, and that the equipment is of appropriate size, capacity, and design to meet all criteria standards as established by FDOT.
7. FHP agrees to advise FDOT of the suspension or removal of any contractor who is on FHP's wrecker rotation list and is a known RISC operator.
8. This agreement shall become effective upon signing by authorized representatives of both parties.
9. Either party may cancel its participation in this agreement without cause upon delivery of written notice to the other party. Cancellation will be at the direction of any one of the below subscribing parties.
10. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between FDOT and FHP.

## **II. REVISIONS**

The terms of this MOU may be amended upon the written approval of both the FHP and the FDOT. Such amendment is effective upon the date of approval.

## **III. NOTICE**

Any required notice shall be provided to the parties as follows:


### **FDOT**

c/o Stephanie C. Kopelousos  
Secretary  
Florida Department of Transportation  
605 Suwannee Street, MS 59  
Tallahassee, Florida 32399

### **FDHSMV**

c/o Stacy Arias  
Bureau of Purchasing and Contracts  
Florida Department of Highway Safety &  
Motor Vehicles  
Neil Kirkman Building  
2900 Apalachee Parkway  
Room B-409 MS-31  
Tallahassee, Florida 32399-0504

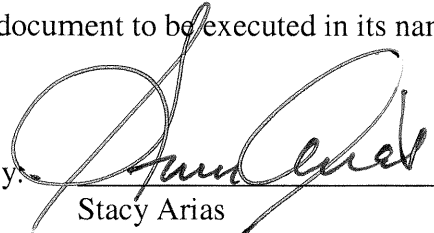
In witness whereof, each party hereto has caused this document to be executed in its name and on its behalf by its duly authorized representative.

By:   
Stephanie C. Kopelousos  
Secretary  
Florida Department of Transportation  
(for)

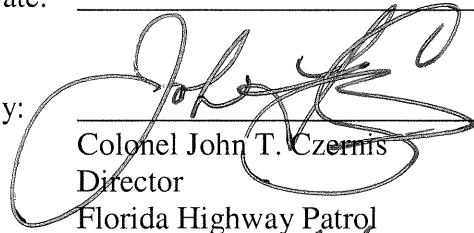
Date: 10/27/08

Reviewed By:

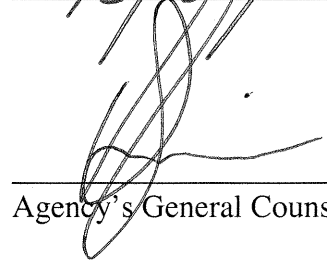
 10/24/08  
Agency's General Counsel Office

By:   
Stacy Arias  
Chief of Purchasing and Contracts  
Florida Department of Highway  
Safety and Motor Vehicles

Date: 10/20/08

By:   
Colonel John T. Czernis  
Director  
Florida Highway Patrol

Date: 10/20/2008

  
Agency's General Counsel Office