

MEMORANDUM OF UNDERSTANDING

MD/SHA-MSP "CLEAR THE ROAD" POLICY (Attachment A)

This agreement made this 13th day of August, 2015, by and between the Maryland State Highway Administration (SHA) and the Maryland State Police (MSP) is to provide guidance for State Police and State Highway personnel in removing vehicles from roadways in certain situations to maintain a safe and orderly flow of traffic.

WITNESSETH: Whereas, the SHA is proposing to remove certain vehicles from the roadway on an urgent basis following crashes, disabled vehicles or where vehicles are abandoned and are causing a hazardous situation to exist.

1. General:

Whenever the travel lanes of a roadway are closed or partially blocked by a crash, disabled or unattended vehicle and traffic delays or safety problems may occur as a result, the SHA representative in cooperation with the trooper in charge should attempt to reopen the roadway as soon as possible ON AN URGENT BASIS. All those involved realize that public safety is the highest priority and must be maintained, especially if injuries or hazardous materials are involved. It is understood that damage to vehicles or cargo may occur as a result of clearing the road on an urgent basis. While reasonable attempts to avoid such damage should be taken, the highest priority is public safety.

2. Procedure/Requirements – SHA

A. General

The SHA representative is to assign the necessary equipment and manpower to reopen the road or lane as soon as possible.

If materials being transported are involved and displaced, the SHA will make every effort to relocate the materials in the shortest possible time, using whatever equipment is necessary. All such materials will be relocated within as close proximity to the primary incident scene as possible, but not be placed as to present a traffic hazard.

The SHA representative shall prepare a list of the personnel and equipment used and the work hours involved so that the owner of the vehicle and/or cargo can be billed for the work. Appropriate warning devices (traffic control devices, signs, arrow boards, barricades etc.) are to be placed on the scene should either damaged vehicle(s) or cargo remains adjacent to a lane or shoulder once the primary responders have completed their investigation and debris removal.

B. Personal Injury Crashes

The SHA understands that personal injury and fatality collisions involve a higher degree of investigation than property damage collisions. If SHA is first on the scene and injuries are reported or observed, SHA will seek emergency medical assistance and contact the proper authorities prior relocating any vehicles or evidence from its original location.

C. Hazardous/Flammable/Exploding Materials

No attempt is to be made by SHA personnel/equipment to move any hazardous, flammable or explosive material for any reason. If SHA is first on the scene and the cargo content is not readily identifiable, the SHA representative will contact the proper authorities to ascertain if special measures should be taken.

As soon as the public safety has been secured then reopening of the roadway is to proceed as described under "General" in this agreement.

3. MSP Duties and Responsibilities

A. General

Members of the MSP who are on-scene crash investigators will work in cooperation with other Emergency Service Personnel and members of SHA who are at the scene. Members of the MSP will conduct their required investigation in as expedient a manner as possible, considering the severity of the crash and the quality of their investigation. Lengthy investigations will require investigators to work diligently in an attempt to minimize traffic delays. This may mean that certain "non-critical" portions of an investigation be conducted at a later time when traffic congestion is non-existent (i.e. non-peak periods).

B. Release of Responders

It should be understood that as fire/rescue/EMS service personnel complete their required tasks of extrication, administration of medical assistance and removal of the injured, the MSP trooper in charge may chose to release them unless a HAZMAT situation exists. This will also hold true for allied police personnel, additional troopers and members of the SHA as each complete their required functions, returning the roadway to normal as soon as possible.

C. Relocating Vehicles

Once the primary investigation is complete, members of the MSP will allow SHA personnel to relocate vehicles and or debris from the roadway with any means possible while following the guidelines of SHA policy and procedures. This

includes relocating vehicles and or property prior to a private contract tow company arriving on scene.

D. Private Towing/Cargo Off-Loading

When exigent circumstances exist requiring immediate response and the MSP determines that a reliable towing business can provide the required service in a more efficient or expeditious manner to quickly alleviate the situation, the MSP may deviate from the normal procedure and request that towing business to restore the flow of traffic.

Members of the MSP in cooperation with SHA shall determine if the owner or contractor of any displaced cargo will be permitted to immediately off-load such cargo where this action will result in additional traffic delays or hazardous circumstances during peak traffic periods.


4. Liability Issues

Maryland SHA's policy, for the immediate removal of certain vehicles from roadways on an URGENT BASIS utilizing available resources, recognizes that public safety is of the highest priority. Furthermore, SHA realizes that damage to the vehicles or cargo contained therein may occur as the result of their clearing the roadway and SHA assumes liability under these circumstances for said damage, should that become an issue. SHA's liability under these circumstances would be no greater than they might expect from negligence, etc. on the part of snow equipment operations. As outlined in the "Limits of Liability" portion of the MD Tort Claims Act, SHA is only responsible for the first \$1,000.00 in damages and the Maryland State Treasurer's Office would cover and any additional damages under the State's Self-Insurance Program. SHA would not automatically be liable for damages resulting from clearing the roadway unless there was clear evidence on the part of SHA that negligence was used in said operation.

In Witness Whereof, each party hereto has caused this agreement to be executed in its name and on its behalf by its duly authorized officer or agent as of this day and year first above written



Doug Simmons
Acting Administrator
Maryland State Highway Administration



William M. Pallozzi
Secretary
Maryland Department of State Police