

Western Regional Permits

revised 7/21/95

**WESTERN REGIONAL AGREEMENT
For the Issuance of Permits for Oversize
and Overweight Vehicles Involved in
Interstate Travel**

I. Introduction and Purpose

This agreement has been entered into by individual jurisdictions, as signified below under section XVIII and attached addenda, if any, by the signatures of their duly authorized representatives, hereafter referred to as "Member Jurisdiction."

The Member Jurisdictions have determined that it is to their mutual benefit to establish a system for issuance of permits for the operation of non-reducible oversize or overweight vehicles which would authorize operation in more than one jurisdiction, hereafter referred to as "regional permits." It is believed that such a system will ease the current burden on the trucking industry to obtain separate permits in each jurisdiction, thereby encouraging and facilitating interstate commerce.

II. Covered Vehicles

This agreement shall authorize each Member Jurisdiction to issue regional permits allowing operation in any other Member Jurisdiction of vehicles of the following non-reducible maximum dimensions:

A. Weight

1. 600 pounds per inch of tire width
2. 21,500 pounds per axle
3. 43,000 pounds per tandem axle
4. 53,000 pounds per tridem (wheelbase more than 8 ft. but not more than 13 ft.)
5. 160,000 pounds gross weight
6. In no case may the gross weight exceed the sum of the permitted axle, tandem axle, group axle weights or the weight specified by the permit, whichever is less.
7. Having a minimum of five axles
8. The weight on any group of axles shall be determined by the weight table attached hereto as Appendix A. Other provisions of this section shall also apply, the lesser of these weights shall be the determining factor.

- B. Length
 - 1. 110 feet overall
- C. Width
 - 1. 14 feet
- D. Height
 - 1. 14 feet

This agreement also covers the permitting of divisible loads moved by longer combination vehicles (LCVs). The permitted movement of an LCV will be subject to the parameters established by each Member Jurisdiction wishing to participate in this permitting process and set forth in the Regional Permit Desk Guide. The signing of this agreement does not automatically commit the jurisdiction to either permitting LCVs or allowing their use within the boundaries of the jurisdiction.

III. Jurisdiction of Issuance

For vehicles falling within the size and weight limitations contained in Section II of this agreement, Member Jurisdictions may issue permits and collect fees for all Member Jurisdiction when they are either the entry/origin, destination/exit or a pass through jurisdiction on the route. This restriction is designed to allocate the burden of permit writing among the Member Jurisdictions. In addition, a third party permit service(s) may issue permits and collect fees for Member Jurisdictions with which the permit service has a written agreement. No permit issued by a third party permit issuer shall include a jurisdiction without its prior consent by written agreement.

Regardless of who writes the permit, the permit must be authorized or acquired prior to any movement within any of the Member Jurisdictions.

IV. Routes: Regional Highway Network

The Member Jurisdictions shall jointly develop regional highway network maps, one for oversize and overweight permits and one for permitted movements of LCVs. A regional permit shall only authorize a permittee to travel on routes designated as part of the regional highway network, with the following exceptions:

- 1) An issuing jurisdiction may issue a regional permit authorizing travel off of the regional highway network within its own borders.

- 2) The permit issuer may issue a regional permit authorizing travel off the regional highway network in any Member Jurisdiction when express authorization is obtained from the affected jurisdiction.

- A. Current Maps Maintained by a Designated Jurisdiction.

One Member Jurisdiction shall be designated to maintain the current regional highway network maps. It shall then be the duty of this jurisdiction to incorporate any changes to the maps and distribute the updated maps to the other Member Jurisdictions and third party permit services within seven (7) days of the effective date of proposed changes.

- B. Regional Highway Network Modifications

Each Member Jurisdiction shall be responsible for notifying the jurisdiction designated to maintain the regional highway network maps of all changes it makes to the network, including detours due to construction. Notification of changes shall be made at least seven (7) days prior to the effective date of the proposed changes, unless an emergency occurs which would not allow for advance notice.

In the event of an emergency change in the network, each Member Jurisdiction shall make reasonable efforts to notify all other Member Jurisdictions and third party permit services by telephone or FAX of any changes and shall immediately follow up with written notification.

- C. Routes Covered

This agreement applies only to the highways under the jurisdiction of the Member Jurisdictions. When a permittee must use highways not under Member Jurisdiction (i.e. local jurisdiction), the permittee must contact the non-member jurisdiction to obtain any necessary permit. Member Jurisdictions and third party permit services shall make a notation on any regional permits issued when the permittee must contact a non-member jurisdiction for route approval.

V. Special Conditions

Each Member Jurisdiction shall develop special conditions for travel pursuant to a regional permit within each particular jurisdiction, including such restrictions as special signing, lighting, pilot vehicle requirements, or restrictions on days or times of travel. The permit issuer shall note all special conditions for travel in that jurisdiction on the regional permit. The permit issuer shall, in addition, affix as an attachment to the permit, all special conditions of the Member Jurisdictions where travel is requested by the permittee.

A. All Current Special Conditions Maintained by Designated Jurisdiction.

One Member Jurisdiction shall be designated to maintain the current list of special conditions for travel in each Member Jurisdiction. Copies of the special conditions shall be distributed to each Member Jurisdiction and third party permit services. It shall be the duty of the Member Jurisdiction designated to maintain the special conditions list to distribute the updated special conditions to each Member Jurisdiction and third party permit services within three (3) days of notification.

B. Special Conditions Modifications.

Each Member Jurisdiction shall be responsible for notifying the designated jurisdiction of any modifications or changes to its special conditions within fourteen (14) days of the effective date of the proposed change.

In the event of an emergency change in the special conditions, a Member Jurisdiction shall make reasonable efforts to notify each Member Jurisdiction and third party permit services of the changes by telephone or FAX and immediately follow up with written notification.

VI. Application and Permit Form

A sample of the application and regional permit form to be used by a Member Jurisdiction is attached hereto as Appendix B. Said form shall have the title "Western Regional Application/Permit For Oversize/Overweight Vehicle And/Or Load Movement" and may be modified to the extent necessary by a Member Jurisdiction to reflect necessary accounting or programming information.

Any regional permit that is issued pursuant to this agreement shall authorize the permittee to operate a vehicle load of a specific size and weight over a specific route. The issuance of a permit shall not relieve the permittee of any other legal responsibilities existing in the jurisdictions through which the regional permit allows the permittee to travel.

VII. Period of Validity of Permit

A regional permit issued pursuant to this agreement shall be valid for a period of five days. One extension of up to five (5) days may be granted only by a Member Jurisdiction upon a showing by the permittee that weather or road conditions or a mechanical failure of the vehicle precluded completion of the permitted trip during the initial five-day period.

VIII. Enforcement and Revocation of Regional Permits

It is the express intent of the parties to this agreement that each Member Jurisdiction's traffic enforcement agency shall have the same authority to enforce a regional permit as the enforcement agency has to enforce other types of transportation permits issued by the Member Jurisdiction.

IX. Fees

Each Member Jurisdiction shall:

- A. Supply a copy of its fee schedule to all other Member Jurisdictions and third party permit services. Any modification of a Member Jurisdiction's fee schedule shall be reported in writing to all other Member Jurisdictions and third party permit services at least thirty (30) days prior to implementation of the modification.
- B. Allow purchases of regional permits only by use of a credit card (where accepted), cash, cashier's check or other guaranteed funds and shall not allow any refund, credit or substitution of a regional permit fee once the permit is issued.
- C. Remit fees collected on behalf of the Member Jurisdiction by the 15th of the month following the month during which the collection occurred. Any interest earned on fees collected shall be retained by the Member Jurisdiction that issued the regional permit.

- D. Produce a summary report which shall identify all regional permits issued and fees collected for other Member Jurisdiction. The summary report shall accompany the monthly remittance of fees.
- E. Maintain a copy of each regional permit issued for a minimum of three years. Said documents shall be made available for review by other Member Jurisdictions upon request.

X. Hours of Operation

Each Member Jurisdiction shall maintain an office(s) where regional permits may be purchased. Each office shall be open to the public at least during normal business hours, Monday through Friday, not including holidays. Each Member Jurisdiction may extend these hours, if necessary, to carry out efficient issuance of regional permits.

XI. Liability

Each Member Jurisdiction shall be liable for the actions of its employees and representatives in carrying out the provisions of this agreement to the extent permitted by the laws of the Member Jurisdiction. By entering into this agreement, each Member Jurisdiction does not waive the protection offered by its own laws and constitution and does not submit itself to the jurisdiction of any other jurisdiction merely by virtue of being a party to this agreement.

XII. Addition of Member Jurisdiction

Additional jurisdictions may enter into this agreement to issue regional permits by July 1 of each calendar year. A written addendum, signed by an authorized representative of the jurisdiction, acknowledging the jurisdiction's acceptance of all terms of this agreement should be submitted to the designated member jurisdiction sixty (60) days before the annual date of July 1. Along with the signed acknowledgment, the jurisdiction must also provide a map identifying appropriate routes for issuance of regional permits involving travel in the applicant jurisdiction, as well as a list identifying any special conditions for said travel.

Initially and until an agreed upon rotation is instituted, the State of Washington, through the office of Motor Carrier Services, will coordinate applications by individual states to join this agreement. The original submission of all signed addenda and acknowledgments, maps, fee schedules, emergency numbers, and any other necessary information will be given to the State of Washington which will in turn serve copies of same on all other Member Jurisdictions.

XIII. Withdrawal of Member Jurisdiction

Any Member Jurisdiction may withdraw from this agreement by submitting to all other Member Jurisdictions an addendum signed by an authorized representative. Said withdrawal shall be effective thirty (30) days from the date of submission.

XIV. Amendments

This agreement may be amended by unanimous joint action of all Member Jurisdictions, acting through their authorized representatives. Any amendment shall be in writing and shall become a part of this agreement.

XV. Severability

If any term or provision of this contract is declared by a court of law to be illegal or in conflict with any law or otherwise unenforceable, the validity of the remaining terms and provisions shall not be affected, and rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XVI. Member Jurisdiction Contacts

Each Member Jurisdiction shall maintain a list of emergency contacts and telephone numbers of all other Maintenance Jurisdictions. Each Member Jurisdiction shall provide the coordinating jurisdiction with the name and telephone number of an emergency contact person. If a change occurs with a contact person or telephone number, the coordinating jurisdiction must immediately update the other Member Jurisdictions and third party permit services.

XVII. Effective Date

This agreement shall become effective upon the latest date of signing by all eight initial Member Jurisdictions (Arizona, Idaho, Montana, New Mexico, Oregon, Texas, Utah and Washington). New Member Jurisdictions will require a minimum of ninety (90) days notification prior to implementing sales of their permits on a regional basis.

XVIII. Signatures

Individual signature pages follow.

WESTERN REGIONAL AGREEMENT

Member Jurisdiction Acceptance

The signatories below hereby acknowledge the acceptance of all terms and conditions of the Western Regional Agreement for the Issuance of Permits for Oversize and Overweight Vehicles Involved in Interstate Travel, as revised July 21, 1995, with the addition of the provisions set forth below.

State of Nevada

By and through the Nevada Department of Transportation

By: Jerry Fontaine
Deputy Director

Date: 12-23-02

Approved as to Legality and Form:

[Signature]
Deputy Attorney General

- XIX. Pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the Nevada Department of Transportation may contract for such technical services that may be required.
- XX. Nothing contained in this Agreement shall be deemed or construed to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability to the State of Nevada. Employees, agents or representatives of any other member jurisdiction shall not be considered employees, agents or representatives of the State of Nevada.
- XXI. Interstate 80 is pre-approved for the regional permitting process.
- XXII. Nevada will only assume permit issuing responsibilities when a permit system can be readily accessed, either through another jurisdiction or within the State of Nevada.