

**GENERAL MAINTENANCE AGREEMENT
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION GMB 1168
AND
CITY OF WHITE SALMON**

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of White Salmon, a Washington municipal corporation, hereinafter the "CITY," collectively referred to as "Parties" and individually, the "Party."

RECITALS

The CITY requested and WSDOT agreed to allow the installation of two (2) solar-powered radar speed limit sign assemblies on two (2) new posts on State Route 141 (SR141), hereinafter the "Signs," and

1. The CITY completed installation of the signs on February 6, 2020, and
2. The Parties wish to define the responsibilities for maintenance of the Signs,

NOW THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A, which is incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

The CITY agrees, at its sole cost and expense, to maintain and, if warranted, replace, at CITY expense the Signs on SR141 at milepost 1.22 northbound and at milepost 1.62 southbound, as shown on Exhibit A.

- 1.1 The CITY agrees that any modification and/or replacement of the Signs, with a design different from the design shown on Exhibit A, shall be submitted to WSDOT for review and approval prior to installation and/or replacement.
- 1.2 The CITY agrees that maintenance and replacement work within SR141 right of way for the Signs, shall be restricted to daylight hours and no work shall be allowed within SR141 right of way on Saturdays, Sundays, or holidays, unless otherwise authorized by WSDOT, or under emergency circumstances.
- 1.3 The CITY shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), current edition, when maintaining or replacing the Signs.
- 1.4 The CITY understands that any closure or restriction of SR141 for the purpose of maintaining or replacing the Signs requires prior approval from WSDOT. The CITY shall submit a traffic control plan to WSDOT for review and approval, prior to performing any work.
- 1.5 The CITY agrees that it will pay any operational power costs associated with the Signs.
- 1.6 The CITY agrees to repair and maintain the Signs and keep them in working order at all times. If WSDOT discovers damages, it will notify the CITY in writing of the needed repairs, and the CITY agrees to make those repairs within thirty (30) calendar days of notification. If the CITY

does not repair the damage within this timeframe, WSDOT may repair the damage, and the CITY agrees to reimburse WSDOT for 100% of the costs incurred pursuant to Section 4.1.

2. AMENDMENT

- 2.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

3. TERM and TERMINATION

- 3.1 The term of this Agreement shall be for up to one year, beginning on the execution date and ending on December 31 of that year. This Agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either Party by the preceding November 1 of any such year. Failure of either Party to notify the other of such termination on or before November 1 of any such year shall cause this Agreement to automatically be renewed for the next ensuing calendar year.
- 3.2 Either WSDOT or the CITY may terminate this Agreement for any reason with written notice to the other Party at the end of sixty (60) calendar days following receipt of notice. Termination of this Agreement shall constitute termination of all associated amendments. Upon such notice and except as set forth in Section 5 herein, WSDOT and/or the CITY shall have no further responsibility of any kind or nature regarding the CITY-owned Signs, including any modifications that were added to this Agreement by amendment. The CITY agrees to make payment to WSDOT as provided under Section 4 for any expenses incurred by WSDOT up to the date of termination.
- 3.3 Should the CITY terminate this Agreement, the CITY shall be responsible for removing the Signs within thirty (30) calendar days following written notice of termination. If the CITY fails to remove the Signs, WSDOT will remove the Signs and the CITY agrees to be solely responsible for that cost. If WSDOT removes the Signs, WSDOT shall provide a detailed invoice to the CITY for the removal of the Signs and the CITY agrees to make payment within thirty (30) calendar days from receipt of an invoice.
- 3.4 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. PAYMENT

- 4.1 In the event WSDOT finds it necessary to perform work under this Agreement, the CITY agrees to reimburse WSDOT for its actual direct and indirect costs. Upon completion of the work performed, WSDOT will submit a detailed invoice to the CITY, and the CITY agrees to make payment to WSDOT within thirty (30) calendar days.

5. INDEMNIFICATION

- 5.1 To the extent of the law, each Party to this Agreement shall protect, defend, indemnify, and hold harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the Party's own negligent acts or omissions performed under this Agreement. No Party will be

required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party, its officers, officials, employees, and/or agent's own negligent acts or omissions.

- 5.2 The CITY specifically assumes potential liability for the actions brought by CITY employees while performing maintenance work under this Agreement and solely for the purposes of this indemnification and defense, the CITY specifically waives as to WSDOT only any immunity that it might have under the state industrial insurance law, Title 51 RCW. The CITY recognizes that this waiver was the subject of mutual negotiations.
- 5.3 Sections 5.1 and 5.2 shall survive the termination of this Agreement.

6. DISPUTES AND VENUE

- 6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the CITY shall review the applicable facts, terms, statutes, and rules affecting the dispute to resolve the matter.
- 6.2 If the Parties cannot reach a resolution, WSDOT and the CITY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 6.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. The Parties shall be responsible for their own attorneys fees and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

CITY OF WHITE SALMON

**WASHINGTON STATE
DEPT. OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**CITY of WHITE SALMON
RADAR SPEED SIGN**

GMB 1168

EXHIBIT A
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