



Southwest Region
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Jan Brending, Treasurer
City of White Salmon

Re:
City of White Salmon
COVID 19 Temporary
Roadway Reallocation
SR 141, MP 1.47 vicinity

This agreement, made and entered into on this 15th day of April, 2021, by and between the Washington State Department of Transportation, hereinafter referred individually to as “WSDOT” or “Party”, and the City of White Salmon, hereinafter referred to individually as the “PERMITTEE” or “Party”, and collectively referred to as “Parties” “for the purpose of implementing a *Temporary Roadway Reallocation* on state highway right of way.

Whereas, the PERMITTEE intends temporarily reallocate a roadway as follows: four parklets consisting of parking spaces located on Jewett Blvd (State Route 141), hereinafter referred to as the “*Temporary Roadway Reallocation*”. Three of the parklets take three parking spaces, while one takes two spaces, hereinafter referred to as the “*Temporary Roadway Reallocation*.”

Whereas, WSDOT conditionally approves your *Temporary Roadway Reallocation* on the highway and dates listed below, subject to the terms and conditions in this Agreement and any attached Exhibits.

SR: 141

Begin Milepost: 1.44

Begin Date: March 15

Travel Direction: Both

End Milepost: 1.49

End Date: June 14

(90 days maximum, renewal extension upon request.)

NOW, THEREFORE, in consideration of the terms, conditions, performances and covenants herein set forth WSDOT and the PERMITTEE agree as follows:

I. Administration and Procedures

The purpose of this Agreement is to define WSDOT’s requirements and the Parties’ responsibilities concerning operation of the *Temporary Roadway Reallocation* on state highway right of way. This Agreement is not effective unless or until signed by WSDOT and by the PERMITTEE prior to the implementation of the roadway reallocation. The Parties understand that no

guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Agreement signed by both Parties.

Any modification to the Agreement will be in writing and agreed to by both Parties.

- A. PERMITTEE is responsible for all costs, including cost incurred by WSDOT. Costs may include, but not limited to, labor costs, equipment related costs, and indirect costs for services, such as; traffic control, maintenance operations and work zone safety or other highway operations activities.
- B. PERMITTEE is responsible for clean up after the *temporary roadway reallocation* is reopened, returning any and all state highway facilities to the state or condition that existed prior to the reallocation. This work is to be done at PERMITTEE'S expense and to the satisfaction of WSDOT.
- C. The PERMITTEE is required to comply with all laws and regulations concerning its use of state highway right of way.

II. Indemnity

To the extent allowed under Washington law, PERMITTEE, its successors, and assigns, shall protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of PERMITTEE, its assigns, agents, contractors, licensees, invitees, or employees, arising out of or in connection with any acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. PERMITTEE further agrees to defend WSDOT, its agents and employees in any litigation, including payment of any costs and reasonable attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees, provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents or employees; and (2) PERMITTEE, its assigns, agents, contractors, licensees, invitees, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of PERMITTEE or its assigns, agents, contractors, licensees, invitees, and employees.

The indemnification provisions contained in this Section shall survive the termination or expiration of this Agreement.

III. Plan for Positive Pedestrian Protection and Traffic Control Plan

WSDOT has determined that a plan, as shown in Exhibit B, is necessary for positive pedestrian protection related to the temporary roadway reallocation. The purpose of Positive Pedestrian Protection is to ensure pedestrians utilizing the roadway reallocation space do not inadvertently enter the highway. The PERMITTEE is responsible for the maintenance and application of these devices to prevent pedestrians from entering the highway.

When WSDOT has determined that Exhibit B shall conform to the traffic control standards of the Manual on Uniform Traffic Control Devices (MUTCD), the PERMITTEE shall provide a plan that was previously reviewed by WSDOT and are hereto attached as Exhibit B, and by this reference incorporated into this Agreement.

In addition, the following requirements apply:

- a. PERMITTEE is responsible for acquiring all traffic control devices, and shall have all traffic control devices installed per the traffic control plan prior to commencement of the roadway reallocation.
- b. PERMITTEE shall ensure that traffic control operations and positive pedestrian protection are maintained by actively monitoring the temporary reallocation zone to ensure the operations for all users remain acceptable.
- c. PERMITTEE shall submit weekly reports to WSDOT on operations and effectiveness of the temporarily reallocated section.

In the event of a full highway closures, the following requirements shall be met:

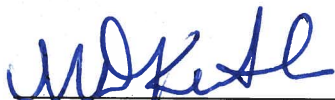
- a. The EVENT PERMITTEE is required to provide notification of a road closure, at least 72 hours in advance, to all fire and law enforcement departments, ambulance companies, and transit agencies that would be affected by the closure. The EVENT PERMITTEE is required to comply with RCW 47.48.020 and with any subsequent amendments thereto. Notice of closure signs that EVENT PERMITTEE shall post under purview of this statute shall state at a minimum, 'SR ____ TO BE CLOSED day, date, time AT location,' provided that EVENT PERMITTEE shall insert the day, date, time and post at each end of the state highway, county road, or city street or portion thereof to be closed or restricted. The signs shall have 6-inch minimum size capital black letters on a white background with a black border and shall be fabricated so the sign will not be affected by weather conditions.

PERMITTEE and WSDOT agree that operational decisions and/or emergency situations may require roadway reallocations to be opened or ceased immediately. As a condition of the *Temporary Roadway Reallocation*, local agencies will work with emergency fire and medical to develop an emergency response plan to reopen the roadway. WSDOT shall not be liable for any damages, or loss arising from the decision to reopen the roadway.

PERMITTEE shall indicate concurrence by signing and returning the enclosed copy of this Agreement to WSDOT. Failure to do so, or any alteration of this document, will render this Agreement invalid. If PERMITTEE has any questions, please contact *region Traffic office staff member* at (360) 905-2257.

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective entities to the obligations set forth herein.

LOCAL AGENCY



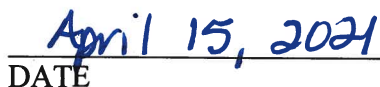
SIGNATURE



PRINTED NAME



OFFICE



DATE

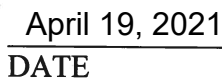
WSDOT

SIGNATURE



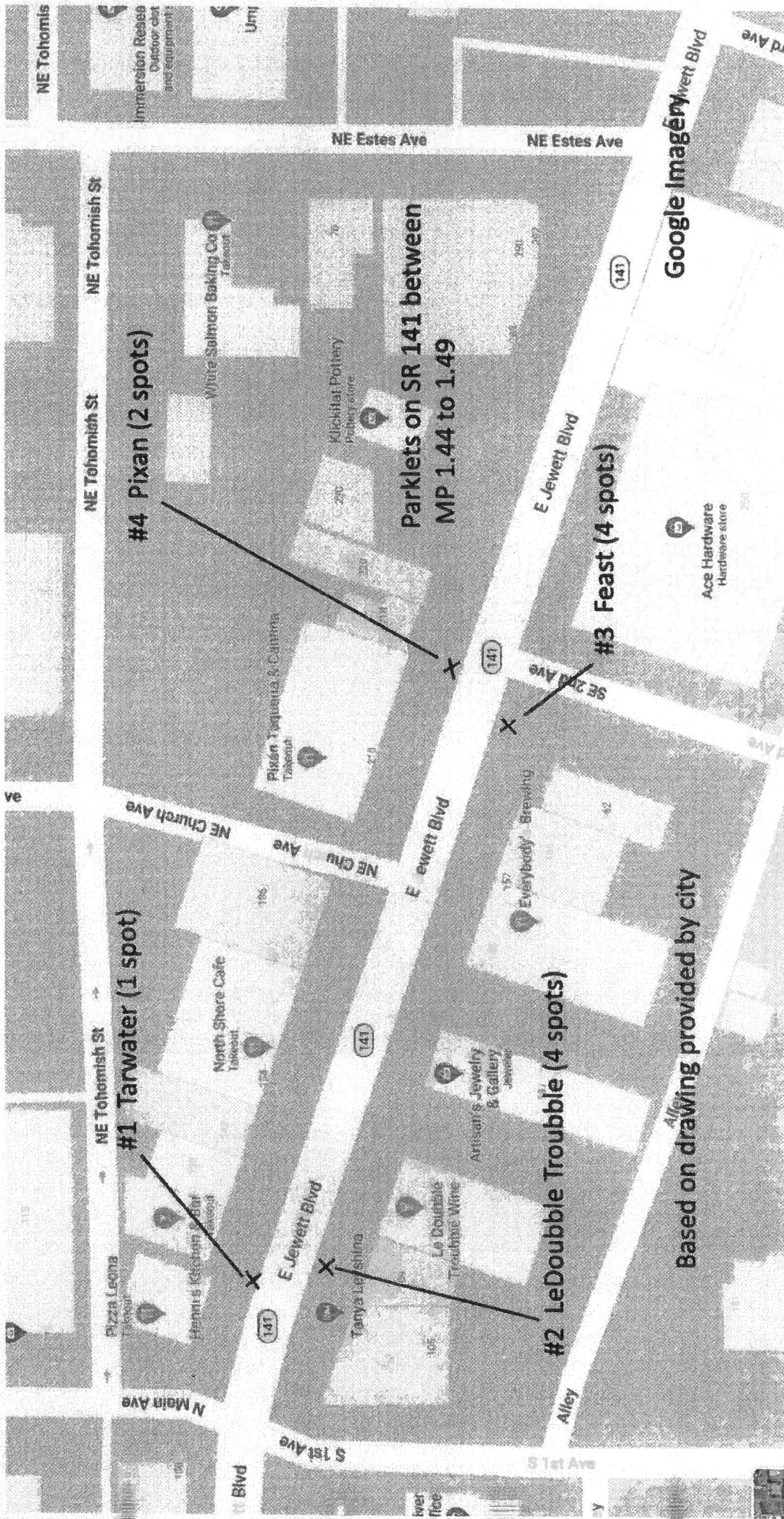
PRINTED NAME

SW Region Administrator
Washington State Department of
Transportation
Region Traffic Office Division
PO Box 47344
Olympia, Washington
Fax:
Email:



DATE

EXHIBIT B



White Salmon Parklets revised map.jpg