

LOCAL AGENCY PARTICIPATING AGREEMENT			ORGANIZATION AND ADDRESS CITY OF CONNELL 104 E. Adams Street PO Box 1200 Connell, WA 99326-1200
			AGREEMENT NUMBER GCA 5521
STATE ROUTE 260	CONTROL SECTION 1130	DISTRICT S.C.	DESCRIPTION OF FACILITY Pedestrian Crossing Warning Beacons

This AGREEMENT is made and entered into this 10 day of October, 2007 between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the above named organization, hereinafter the "LOCAL AGENCY" also referred to individually as the "Party" and collectively as the "Parties."

WHEREAS, the STATE and the LOCAL AGENCY agree to the need for the above described facility, and

WHEREAS, the STATE and the LOCAL AGENCY now wish to define responsibility for engineering, mobilization, construction, reconstruction, maintenance, and operating expenses of the proposed facility,

NOW, THEREFORE, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The STATE agrees to acquire and install solar powered warning beacons for the pedestrian crossing as located on Exhibit A, attached hereto and by this reference made a part of this AGREEMENT.

2. TERM OF AGREEMENT

- 2.1 Unless otherwise provided herein, the term of this AGREEMENT shall commence as of the date this AGREEMENT is entered into and shall continue until terminated pursuant to section 11.

3. STATE RESPONSIBILITIES

- 3.1 Acquire and install two warning beacon systems.
- 3.2 Maintain the completed beacon systems.
- 3.3 Share equally with the LOCAL AGENCY acquisition and installation expenses as further provided herein.
- 3.4 Perform repair or replacement subject to section 7.3.

4. LOCAL AGENCY RESPONSIBILITIES

- 4.1 Share equally with the STATE acquisition and installation expenses as further provided herein.
- 4.2 Provide to or reimburse the STATE for replacement batteries. Batteries are anticipated to require replacement at three year intervals.

5. PAYMENT

- 5.1 The LOCAL AGENCY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for one-half of the actual direct and related indirect costs of the acquisition and installation of the warning beacon systems.
- 5.2 The warning beacon systems' total acquisition, delivery, installation, set up, and testing is estimated at \$10,000.00 to be shared equally by the Parties.
- 5.3 Upon completion of the work, the STATE shall submit an invoice to the LOCAL AGENCY for fifty (50%) of the total actual direct and related indirect costs as listed in section 5.2. The LOCAL AGENCY agrees to pay the STATE the full amount within thirty days of receipt of the invoice.
- 5.4 Any batteries for the warning beacon systems not supplied pursuant to section 4.2 shall be reimbursed by the LOCAL AGENCY in full within 30 days of receipt of a STATE's invoice.

6. COST INCREASE

- 6.1 In the event unforeseen conditions require an increase in costs as estimated in section 5.2, (including sales tax, engineering, and contingencies) by more than 25 percent, this

AGREEMENT will be modified by an amendment to this AGREEMENT covering said increase.

7. MAINTENANCE AND OPERATION

- 7.1 Routine Maintenance, shall be performed by the STATE in accordance with STATE maintenance Standards, at STATE expense.
- 7.2 Battery replacement expense shall be the LOCAL AGENCY's responsibility.
- 7.3 Costs for repair or replacement, associated with acts of God, third party accidents, or vandalism shall be shared equally by the Parties when expenses are not recoverable from a responsible third party.

8. INTEGRATION

- 8.1 This AGREEMENT constitutes the final and complete integrated agreement between the Parties concerning its subject matter.

9. MODIFICATION

- 9.1 This AGREEMENT may be amended by 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.

10. SEVERABILITY

- 10.1 Should any part, term or provision of this AGREEMENT be determined to be invalid, the remainder of this AGREEMENT shall not be affected, and the same shall continue in full force and effect.

11. TERMINATION

- 11.1 This AGREEMENT may be terminated if both Parties decide the facility is no longer needed. Termination shall be in writing and signed by both Parties.
- 11.2 The STATE may terminate this AGREEMENT if the AGENCY does not fulfill its obligations as described in this AGREEMENT.
- 11.3 In the event this AGREEMENT is terminated, the STATE shall remove all facilities at STATE expense. All facilities removed shall become the property of the STATE.

12. VENUE

12.1 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 hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the day, month, and year first above written.

LOCAL AGENCY
CITY OF CONNELL

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: 
Title: Mayor

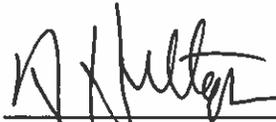
By: 
Don Whitehouse, Region Administrator

Date: 3 October 2007

Date: Oct 10, 2007

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
City Attorney

By: 
Assistant Attorney General

Date: 10/8/07

Date: 9-24-07

Exhibit: A- plan



GCA 5521
MP 7.2 - Columbia Avenue Intersection