

RECIPROCAL MAINTENANCE AGREEMENT

This Agreement, made and entered into this 19th day of June, 1997, between the State of Washington, Department of Transportation acting by and through the Secretary of the Department of Transportation, by virtue of Title 47 RCW, hereinafter called the "**STATE**", and the City of Westport, a political subdivision of the State of Washington, acting by and through the Mayor by virtue of Title 35 RCW, hereinafter called the "**CITY**".

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work, and

WHEREAS, the parties may from time to time need additional manpower, equipment, or materials or have manpower, equipment and materials available in certain locations which could be used by the other party to this agreement.

NOW THEREFORE, in accordance with RCW 47.28.140, and in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

It is the purpose of the agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other manpower, equipment and materials when available on a reimbursable basis for roadway construction and maintenance activities. This will be done with the understanding that the work of the owner of the requested resources takes first priority. Work of a construction nature will be limited to a maximum of \$30,000 per calendar year by each party to the agreement.

II
REQUEST FOR SERVICES

Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency, the request and approval may be done verbally but must be documented in writing within 48 hours of the verbal request.

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**III
PAYMENT**

The parties to this agreement agree that the party receiving services under this agreement shall reimburse the party providing the services for their actual direct and related indirect costs including any administrative overhead charges. Partial payments shall be made by the party receiving services upon request of the providing party, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item.

The maximum amount payable for work performed under this agreement is fifty thousand dollars (\$50,000) per calendar year by each party to the agreement.

**IV
RECORDS RETENTION AND AUDIT**

The parties agree to maintain records of all costs incurred under this agreement, in accordance with a work order accounting system as prescribed and approved by the State Auditors Office. These records shall be kept available for inspection and audit by the party requesting the service for five (5) years after payment of the requested service.

**V
CARE AND MAINTENANCE OF EQUIPMENT**

The parties agree that any time a request is made for the use of equipment, that the requesting party shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the owner. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged.

**VI
RIGHT OF ENTRY**

The parties to this agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, within or adjacent to the right of way of the highway, road or street for the purpose of accomplishing all work or services requested as part of this agreement.

**VII
LEGAL RELATIONS**

No liability shall attach to the parties to the agreement by reason of entering into this agreement except as expressly provided herein.

VIII
TERMINATION OF AGREEMENT

The right is reserved by the parties to this agreement to terminate the agreement at any time by giving 30 days written notice to the other party.

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

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

CITY OF WESTPORT

BY: Don Whitford

BY: Anthony Wood

TITLE: ASSISTANT REGION
ADMINISTRATOR FOR OPERATIONS

TITLE: Mayor

DATE: 6/19/97

DATE: 6/16/97