



Reimbursable Agreement: Real Estate Services Review and Approval of Personal Wireless Services Facilities

Services Provider Name	
Service Provider Billing Address	Correspondence Address (if different from billing)
Email	
Contact Name	Contact Phone No.
Agreement Number: UCB	Federal Tax ID No.
Project Title	
Estimated Review Amount	
Description of work or request	
Special Instructions	

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named "SERVICE PROVIDER," who is a corporation, company, association, joint stock association, firm, partnership, or person that owns, operates, or manages a personal wireless service facility, and covers the SERVICE PROVIDER's contractors, subcontractors, and legal successors, if any.

WHEREAS, the SERVICE PROVIDER desires to lease or amend an existing lease with WSDOT for the purpose of installing, maintaining and/or upgrading personal wireless service facilities on state-owned right of way, hereinafter the "Project," and

WHEREAS, WSDOT is responsible for reviewing and/or approving the proposed Project, and

WHEREAS, the SERVICE PROVIDER is responsible for the direct administrative expenses incurred by the WSDOT for processing the lease application,

NOW, THEREFORE, pursuant to RCW 47.04.045, the above recitals which are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, it is mutually agreed as follows:

1. SCOPE OF WORK

- 1.1 WSDOT agrees to process the lease application and/or lease amendment for the Project, which includes all activities, such as, but not limited to, right of way Project site inspections, access and traffic evaluations, and lease fair market value determination, required to evaluate the SERVICE PROVIDER's Project as described in the title box.

2. PAYMENT

- 2.1 The SERVICE PROVIDER agrees to reimburse WSDOT for its direct administrative expenses associated with processing the SERVICE PROVIDER's lease application. The estimated amount is stated in the title box above.
- 2.2 WSDOT shall provide a detailed invoice to the SERVICE PROVIDER, and the SERVICE PROVIDER agrees to make payment within thirty (30) calendar days from receipt of a WSDOT invoice. If payment is not received within thirty (30) calendar days, the SERVICE PROVIDER agrees to pay interest on all past due amounts in accordance with RCW 43.17.240.

3. INCREASE IN COST

- 3.1 The Parties agree that the actual expense incurred by WSDOT for the lease application review may exceed the above noted Estimated Review Amount by up to twenty-five (25) percent. In the event expenses exceed the Estimated Review Amount by more than twenty-five (25) percent, WSDOT shall notify the SERVICE PROVIDER of increased expenses as they become known.

4. ASSIGNMENT

- 4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part without prior written permission from the other Party.

5. AMENDMENT

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

6. TERMINATION

- 6.1 Either Party may terminate this Agreement by providing thirty (30) calendar days written notice to the other Party of its intent to terminate and specifying the effective date of such termination. The SERVICE PROVIDER shall reimburse WSDOT for all direct administrative expenses incurred up to the date of termination.

7. DISPUTES

- 7.1 Any dispute under this Agreement shall be resolved in accordance with RCW 47.04.045.
- 7.2 The Parties agree that, should any legal action be necessary to enforce any right or obligation under this Agreement, such legal action may only be brought in Thurston County, Washington Superior Court, and the Parties shall be responsible for their own legal costs.

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

SERVICE PROVIDER

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form by Assistant Attorney General 01/15/2013. Any changes to this form require AAG approval.