

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF AIRWAY HEIGHTS, WASHINGTON
AND
THE CITY OF CHENEY, WASHINGTON

THIS AGREEMENT MADE AND ENTERED INTO by and between the City of Airway Heights, Washington, herein after referred to as "Airway Heights" and the City of Cheney, herein after referred to as "Cheney", witnesseth:

RECITALS:

This agreement is made and entered into pursuant to authority granted both Cities by Chapter 39.34, Revised Code of Washington.

This agreement must be approved by the City Council of both Cities according to the Interlocal Agreement Act. The Mayors of each City shall be the appropriate officials to sign this agreement.

Airway Heights has a sanitary sewer interceptor main system in its City Limits and has need of sufficient equipment, personnel and training to clean the main, if it becomes blocked by obstructions.

Cheney has the necessary equipment, personnel and training to clean sanitary interceptor mains if they become blocked by obstructions.

Airway Heights deems it in their best interest to hire services to clean its sanitary sewer interceptor mains, until such time as it can afford to purchase sufficient equipment and hire trained personnel, to do the work.

Cheney is willing to provide the services of cleaning sanitary sewer interceptor mains for Airway Heights, as time permits and at the time its maintenance responsibilities for its own sewer system have been satisfied.

AGREEMENT:

IT IS THEREFORE AGREED:

1. The Airway Heights Public Works Director will telephone the Cheney Public Works Director to request the main cleaning services.
2. Cheney will respond to the request within a two hour period, if normal and routine duties permit.
3. If it is evident that Cheney can not respond to the services request of Airway Heights, the Cheney Public Works Director will inform the Airway Heights Public Works Director upon request, or soon thereafter, of that fact. Airway Heights will then obtain the services of a third party for the work. Cheney will provide the services requested, if at all possible.

4. Cheney will provide its Hydro-Jet Rodder truck and system, a one ton utility tool truck and three (3) maintenance personnel, when services are requested. The charge for services shall be \$100.00 per hour during the period 7:00 am. to 3:30 pm., Monday through Friday, and \$120.00 per hour during the period 3:31 pm. to 6:59 am., Monday through Friday. Work done on weekends and holidays shall be at the rate of \$120.00 per hour.

5. Cheney will bill Airway Heights at the end of each month for services rendered. Airway Heights will pay for services by the fifteenth of each month, following billing.

6. The equipment and personnel of Cheney will be released from work at Airway Heights when the obstruction of the sewer main is removed.

7. Each party to this agreement shall protect, indemnify and hold harmless, the other party, from and against any claim, demand or suit arising out of any act carried out by its employees, while work is performed subject to this contract.

8. Cheney agrees to maintain adequate insurance coverage for its own equipment and personnel.

9. The parties to this agreement shall not be precluded from entering into similar agreements with other entities.

10. This agreement shall become effective on the date of its signing by both Mayors of the Cities and shall continue in effect until one party gives written notice of a desire to terminate the agreement. Upon receipt of written notice, the remaining party will immediately agree to termination of this agreement and will acknowledge same in writing. The agreement will then be considered null and void.

11. The terms of this agreement may be modified by written amendment with mutual consent of both parties.

12. The cost of any lost or damaged equipment owned by Cheney will be the responsibility of Cheney.

13. The operation of equipment owned by Cheney and used to remove an obstruction in the sewer main, shall rest solely with Cheney. Airway Heights will provide assistance in the work, only when requested by Cheney.

AGREEMENT ADMINISTRATION:

This agreement shall be administered by both Mayors of the Cities, or their designated representatives.

EXECUTED on behalf of the City of Airway Heights, Washington, this 17 day of NOV., 1992.

CITY OF AIRWAY HEIGHTS

BY Mr Joe Martella
Mayor

ATTEST Stan Combs
City Clerk

EXECUTED on behalf of the City of Cheney, Washington, this 10th day
of November, 1992.

CITY OF CHENEY, WASHINGTON

BY Al Johnson
Mayor

ATTEST Grant Munnis
City Clerk

Approved as to form:

Airway Heights City Attorney

Approved as to form:

Al Johnson
Cheney City Attorney