

City of Cheney
609 Second Street
Cheney, WA 99004

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CHENEY SCHOOL DISTRICT
AND
CITY OF CHENEY**

THIS AGREEMENT, is made and entered into this 11 day of June 2019 between the City of Cheney, hereinafter referred to as the "City," and Cheney School District, hereinafter referred to as "District," witnesseth:

WHEREAS, the City and District have undertaken to jointly study and address traffic impact and school bus access in and around the site for Betz Elementary School (see attached site plan); and

WHEREAS, the City owns and controls all streets and rights-of-ways around the site of Betz Elementary School; and

WHEREAS, the City and District wish to restrict motorized non-school bus traffic around the site of Betz Elementary School by closing Oakland Street from N 7th Street to N 6th Street (see attached site plan).

NOW THEREFORE, it is agreed as follows:

1. CLOSURE

The City Council as provided under RCW 47.48 has the authority to close Oakland Street from N 7th Street to N 6th Street. The closure of Oakland Street from N 7th Street to N 6th Street will become effective three (3) days after notice of said closure is both published in one issue of a newspaper of general circulation and like notice posted on or prior to the date of publication in a conspicuous place at each end of the closed street.

2. TERM

The closure of Oakland Street from N 7th Street to N 6th Street will be for a term of five years from the date the notice of closure requirements are met under RCW 47.48. The initial five year term may be extended for a mutually agreed upon period of time thereafter. Provided, however, that should the City require the use of Oakland Street from N 7th Street to N 6th Street at any future time, the City reserves the right to terminate this Agreement upon not less than twelve (12) months written notice. This Agreement may be terminated by mutual agreement of the two parties at any time.

3. CITY ACCESS FOR EMERGENCY RESPONSE AND UTILITY ACCESS

The City shall have unrestricted access to Oakland Street from N 7th Street to N 6th Street for police and fire emergency response. The city shall also have unrestricted access for operation and maintenance of any current or future City utility services within the City right-of-way. The City shall make all efforts to provide reasonable advance notice to the District for any planned access needs that would require rerouting of traffic or parking.

4. LAW ENFORCEMENT

The City will be responsible for law enforcement on Oakland Street from N 7th Street to N 6th Street

5. MAINTENANCE

The District will be responsible for street and sidewalk maintenance and for street cleaning and snow removal on Oakland Street from N 7th Street to N 6th Street. The City will be responsible for any repair improvements needed to maintain City utilities that are located under or adjacent to Oakland Street from N 7th Street to N 6th Street

6. INDEMNIFICATION

Each party to this Agreement shall be responsible for damages to persons or property resulting from the negligence on the part of itself, its employees or its officers. Neither party assumes any responsibility to the other party, for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

7. AMENDMENT

Amendments to this Agreement shall be made only in writing agreed to by both parties.

8. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings or agreements, not contained within this Agreement, deemed to exist or bind either of the parties hereto.

10. CONFORMANCE

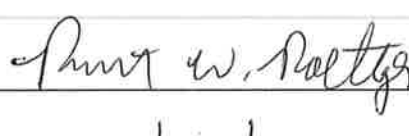
If any portion of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement by their duly authorized officials.

CITY OF CHENEY

CHENEY SCHOOL DISTRICT

By: 

By: 

Date: 10-11-19

Date: 8/24/19

