

**AGREEMENT MODIFYING AGREEMENT FOR SANITARY SERVICES**

**THIS AGREEMENT** entered into this 11<sup>th</sup> day of April, 2016, by and between the CITY OF COLLEGE PLACE, WASHINGTON, a incorporated city of the State of Washington located in Walla Walla County, Washington in accordance with the laws of the State of Washington, hereinafter referred to as "COLLEGE PLACE" and the WALLA WALLA CITY HOUSING AUTHORITY, a housing authority which owns and operates Walla Walla Farm Labor Homes, now known as Valle Lindo Homes, located in Walla Walla County, Washington in accordance with the laws of the State of Washington , hereinafter referred to as "WWHA".

**WITNESSETH:**

**WHEREAS**, COLLEGE PLACE and FARM LABOR HOMES entered into an agreement for Sanitary Services on the 30<sup>th</sup> day of July, 2008, a copy of which is attached hereto (hereinafter "the contract"); and

**WHEREAS**, COLLEGE PLACE and WWHA modified the agreement on the 1<sup>st</sup> day of May, 2013, a copy of which is attached hereto (hereinafter "assignment agreement); and

**WHEREAS**, the contract provides on page 6 that to the extent COLLEGE PLACE has reasonably available equipment and manpower, COLLEGE PLACE, at the request of FARM LABOR HOMES, will provide routine operation and maintenance of the FARM LABOR HOMES sewage system and respond to FARM LABOR HOMES emergency calls; and

**WHEREAS**, the contract provides on page 15 that COLLEGE PLACE will perform operation and maintenance on FARM LABOR HOMES Interceptor Sewer System, to include transportation to the sites, weekly checks and tests on equipment, meter reading and recording, and writing and submitting any reports necessary for the operation and maintenance of the FLHIS, for as set forth in the contract; and

**WHEREAS**, COLLEGE PLACE wishes to rid itself of the foregoing obligations under the contract and limit its responsibilities thereunder to the treatment of FARM LABOR HOMES' wastewater; and

**WHEREAS**, FARM LABOR HOMES is willing to assume the maintenance and operation of its sewage system and the operation and maintenance of its Interceptor Sewer System;

**NOW, THEREFORE**, the parties do agree to modify the contract as follows:

**1. RESPONSIBILITY FOR MAINTENANCE AND OPERATION OF SYSTEM AND INTERCEPTOR.** That henceforth WWHA shall provide the routine maintenance and operation of its sewage system and its Interceptor Sewer System and COLLEGE PLACE'S only obligation under the contact will be to receive and treat WWHA's wastewater, PROVIDED, HOWEVER, that in the event of an emergency involving WWHA's wastewater system COLLEGE PLACE will endeavor to aid and assist

WWHA in dealing with any such emergency to the extent that COLLEGE PLACE has reasonably available equipment and manpower. The determination of whether COLLEGE PLACE has reasonably available equipment and manpower shall be left to the sole discretion of COLLEGE PLACE. In the event COLLEGE PLACE provides any such emergency services COLLEGE PLACE shall be compensated per the provisions of the City Council approved fee and rate resolution effective at the time of services performed for the same within thirty (30) days of billing.

2. **ACCESS FOR INSPECTION:** WWHA agrees to allow COLLEGE PLACE and its designees, including the agents and employees of any firm that COLLEGE PLACE might retain to manage its own wastewater system, access to its wastewater system upon reasonable notice to inspect the system and its components to ensure that WWHA is in compliance with the contract. Additionally, COLLEGE PLACE shall have the right, upon reasonable notice, to inspect the records of WWHA.

3. **WAIVER OF NOTICE:** To the extent it might be applicable, WWHA waives the three (3) month written notice provision on page 16 of the agreement.

4. **AGREEMENT EFFECTIVE UPON EXECUTION:** This agreement shall be effective upon execution.

5. **CONTRACT TO REMAIN IN PLACE EXCEPT AS MODIFIED BY THIS AGREEMENT:** Except as modified herein the contract of July 30, 2008, shall remain in full force and


6. **INTEGRATED AGREEMENT:** This agreement constitutes the entire agreement of the parties as regards modification of the contract of July 30, 2008, and supersedes any and all previous agreements of the parties except the contract of July 30, 2008, whether written or oral. The parties further agree that any amendment or modification of this agreement must be in writing and approved by the legislative bodies or governing boards of the parties.


7. **SEVERABILITY:** This agreement shall be governed by and shall be construed according to the laws of the State of Washington. If any of its provisions conflict with any of the laws of the State of Washington, then such laws shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officers on this 15 day of April, 2016.

WWHA

CITY OF COLLEGE PLACE

By   
Renee Pooker, Chairperson  
Walla Walla Housing Authority  
Executive Director

By   
Julie L. Scott, Mayor



