

WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated the ___ day of _____, 2022, by and between the City of Renick, Missouri, a municipal corporation, hereinafter “City”, and Boone County Regional Sewer District, a sewer district organized pursuant to the provisions of Chapter 204 RSMo, hereinafter “District.”

WITNESSETH:

WHEREAS, City desires to enter into an agreement with the District under which District will provide for the operation and maintenance of City’s wastewater collection and treatment system consisting of a single cell storage lagoon and wastewater irrigation system with fixed sprinklers as described by Missouri State Operating Permit MO-0104019, hereinafter “wastewater system”, together with necessary testing, regulatory compliance and emergency services.

WHEREAS, District is agreeable to provide the above services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to Chapter 70 of the Revised Statutes of Missouri, both parties are empowered to contract for the common services provided for herein and desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the performance of the mutual agreements and promises hereinafter contained, the parties agree to the following:

1. **DISTRICT SERVICES:** District agrees to provide the following services to City under the terms and conditions of this Agreement:

1.1 ***Wastewater Facility Operation and Maintenance*** - District agrees to operate and maintain City’s wastewater system in accordance with the scope of services contained in Exhibit

A, which is attached hereto and made a part hereof by reference. In exchange for District's operation and maintenance of City's wastewater system, City shall pay District the sum of \$13,033.55 annually, payable in twelve equal monthly payments of \$1,086.13, plus the cost of Other Work in accordance with Exhibit B.

1.2 **Other Work** - District agrees to provide other work not described in the attached Exhibit A, hereinafter "Other Work", as is necessary to operate and maintain City's wastewater system. District will charge for Other Work, and City agrees to pay for Other Work, in accordance with the rates shown on Exhibit B, which is attached hereto and made a part hereof by reference. District will provide a monthly bill for Other Work, and City shall pay for all Other Work on a monthly basis. Other Work shall be performed only at the request of discretion of the City.

2. **RECORDS:** District agrees to maintain written records of all services, activities, analyses, repairs, reports and other materials compiled by it for or in connection with performance of the terms and conditions of this Agreement. All such records shall be made available to City upon advance notice and request for inspection and copying for the use and information of City.

3. **REGULATORY COMPLIANCE:** District agrees to provide all testing services necessary for determination of compliance with the terms and conditions of City's Missouri Department of Natural Resources issued operating permit associated with its wastewater system, except that District shall not be responsible for non-compliance with such permit for reasons outside of District's performance of its obligations under this Agreement, such as non-compliance due to degeneration of or damage to materials and equipment from normal wear and tear or other cause beyond the control of District, design errors and omissions in the facilities and

other conditions which were not or are not within the control of District. District agrees only to provide required sampling, testing, analysis and reporting to satisfy the terms and conditions of the permit. Any remedial work made necessary due to noncompliance with the requirements of such permit shall be either contracted for by City without participation of the District or performed or subcontracted by the District on a time and materials or direct cost basis. All such remedial work shall be performed only at the direction of City; District assumes no responsibility for performance of remedial work after reporting the necessity of such remedial measures to City unless or until so directed by City.

4. **SUBCONTRACTS:** It is agreed District may contract or subcontract with any persons, firms, corporations, partnerships, political subdivisions or other organizations to carry out its responsibilities under this Agreement and that City may, upon notification to District, contract with any persons, firms, corporations, partnerships, political subdivisions or other organizations for performance of any work to be performed by District under this Agreement, other than operations and maintenance services provided to City for the monthly lump sum amount specified herein.

5. **INSURANCE:** City agrees it shall purchase or maintain existing comprehensive general liability insurance at its own expense naming both the City and the District as insureds; such insurance shall be in such amounts as are mutually agreed upon by City and District. City agrees to provide written evidence of such insurance to District within five days advance written notice by District.

6. **INDEMNITY:** District agrees that it shall indemnify, defend and hold City harmless from any and all liability, damage, expense, cause of action, claim, suit or judgment arising from injury or damage to persons or property directly or indirectly caused by or arising

from any acts or omissions of District, its subcontractors, agents or employees in relation to District's obligations under this Agreement to the extent that such liability, damage, expense, claim, suit or judgment is not covered by insurance. City agrees it shall indemnify, defend and hold District harmless from any and all liability, damage, expense, cause of action, claim or judgment arising from injury or damage to persons or property, directly or indirectly caused by or arising from any acts or omissions of City, its subcontractors, agents or employees, in relation to City's obligations under this Agreement, to the extent such liability, damage, expense, cause of action, claim, suit or judgment is not covered by insurance.

7. **TERM OF AGREEMENT AND RENEWAL:** This Agreement shall be for a term of one year beginning August 1st, 2022 and ending July 31st, 2023, and may be renewed for additional one-year terms by mutual agreement of the parties; provided, however, that the parties to this Agreement may renegotiate any additional terms, duties, responsibilities or compensation amounts for any renewal term. In the event this Agreement is not renewed upon the expiration of any one-year term, the Agreement shall continue on a month-to-month basis under the same terms and conditions contained in this Agreement or the then current agreement, unless notice of termination is given as specified below.

8. **TERMINATION:** This Agreement may be terminated by either party by providing written notice to the non-terminating party at least thirty days prior to the end of the initial term of this Agreement or any renewal term or for material breach of any term or condition of this Agreement; otherwise, this Agreement may be terminated for any reason upon one party giving the other party at least ninety (90) days advance written notice of termination.

9. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement is the entire agreement between the parties and supersedes and cancels any and all prior agreements,

negotiations, understandings, whether verbal or written in form, which predate this Agreement. This Agreement may be modified by written amendment signed by both parties hereto; no oral modification of this Agreement shall be enforceable unless and until such modification is confirmed in writing and signed by authorized representatives for each party to this Agreement who obtain such authorization by ordinance or official resolution of the governmental entity which they represent.

10. **BINDING EFFECT:** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and no benefit or obligation of any term or condition of this Agreement may be assigned or delegated except as specifically authorized herein.

11. **AUTHORITY OF SIGNATORIES:** The persons signing this Agreement hereby represent that they are duly authorized to enter into this Agreement and have taken all procedural measures required by law to bind the governmental entities which are parties to this Agreement.

[Remainder of page is blank; signature page to follow]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF RENICK, MISSOURI

**BOONE COUNTY REGIONAL
SEWER DISTRICT**

By: _____
Mayor

By: _____
Tom Ratermann, General Manager

ATTEST:

ATTEST:

City Clerk

Lara Florea, Assistant Secretary

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EXHIBIT A

SCOPE OF SERVICES

**City of Renick — Boone County Regional Sewer District (BCRSD)
Wastewater Operations and Maintenance Agreement
_____, 2022**

The District shall provide the following services, in accordance with the Agreement:

- The District will provide either an A-certified, B-certified, C-certified or D-certified wastewater treatment plant (WWTP) operator twice per week from May 1st to November 30th, and twice per month from December 1st to April 30th.
- The District's operations manager will submit electronic Discharge Monitoring Reports (e-DMRs) to the Missouri Department of Natural Resources (MDNR) for the wastewater treatment facility and will make routine site visits during the year.
- The District will provide required laboratory sample testing as prescribed by the Missouri State Operating Permit from the MDNR, as follows:
 - District personnel will acquire all samples, both influent and effluent, acquire the needed testing, whether in-house or outside, and assure the necessary chain-of-custody.
 - District personnel will be responsible for operational control testing, such as dissolved oxygen, pH, temperature and settleability.
 - Costs of testing by an outside laboratory will be a pass-through of actual cost if tested by an outside laboratory, that is a reimbursable cost with no markup.
 - District personnel will acquire the sample jars, those with preservatives and those without preservatives, for all parameters to be tested by an outside laboratory and transport the samples to the lab. District personnel will receive the results for reporting on the e-DMR and will prepare the e-DMR. The District's A-certified operator will certify the e-DMR.
 - The following testing shall be included, as required and/or necessary:
 1. 5-day Biochemical Oxygen Demand;
 2. Total Suspended Solids;
 3. pH.
 4. Oil and Grease;
 5. Ammonia; and
 6. *E. coli*.

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EXHIBIT B

**BOONE COUNTY REGIONAL SEWER DISTRICT
2022 LABOR AND EQUIPMENT RATES**

All Other Work performed in accordance with the Agreement for District's provision of operations and maintenance for wastewater systems to City that is not specified in Exhibit A to the Agreement, including, but not limited to, pump station degreasing, laboratory testing, routine cleaning, emergency services, spot repairs and monitoring, shall be charged and billed to City at rates as follows:

LABOR	RATE	UNIT
Equipment Operator	\$ 31.63	hour
Wastewater Operator	\$ 32.27	hour
Wastewater/Equipment Operator	\$ 36.88	hour
Senior Wastewater Operator	\$ 44.29	hour
Senior Equipment Operator	\$ 47.53	hour
Lead Operator	\$ 51.27	hour
Project Manager/Construction Inspector	\$ 59.85	hour
Operations Manager	\$ 62.82	hour
*Overtime rates for labor are 1.5 times rates shown above.		
EQUIPMENT		
Vehicle - 1/2 Ton Service Truck	\$ 37.55	hour
Vehicle - 1 Ton 4WD Flatbed with Crane/Hoist Bed	\$ 45.45	hour
Vehicle - Dump Truck	\$ 146.15	hour
Vacuum Tank Truck (2400 Gallon Capacity) PER LOAD	\$ 729.75	Load
Vacuum Tank Truck PER HOUR	\$ 102.38	hour
Sewer Jet/Root Cutting Tool	\$ 146.25	hour
TV Inspection Trailer	\$ 146.25	hour
Centrifugal Pump 6" w/suction/discharge hoses	\$ 54.60	hour
Diaphragm Pump 3"	\$ 41.00	hour
Centrifugal Pump 2"	\$ 26.35	hour
Centrifugal Pump 1.5"	\$ 26.35	hour
Centrifugal Pump 3"	\$ 3.65	hour
1.5, 2.0 or 3" Suction Hose 20' Section	\$ 13.70	hour
1.5, 2.0 or 3" Discharge Hose 20' Section	\$ 13.70	hour
Backhoe/Trailer (Excavator)	\$ 238.80	hour
Utility Tractor/Trailer/Mower/Blade	\$ 143.20	hour
Portable Generator 8HP	\$ 41.00	hour
Triple Gas Detector	\$ 32.90	hour
Smoke Blower	\$ 22.70	hour
Ventilation Blower Portable	\$ 20.50	hour
Safety Tripod/Wincher/Harness	\$ 20.50	hour

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Cutoff Saw 14" Gas Powered	\$	43.00	hour
Chainsaw 18" Gas Powered	\$	27.60	hour
LABORATORY TESTING*			
AMMONIA	\$	22.00	each
BOD5	\$	44.00	each
E-COLI	\$	31.00	each
GREASE & OIL	\$	43.00	each
NITROGEN	\$	22.00	each
NO DISCHARGE REPORT	\$	25.55	each
pH	\$	9.00	each
PHOSPHOROUS	\$	26.00	each
TSS (Total Suspended Solids)	\$	17.00	each

***ACTUAL COSTS OF TESTING BY OUTSIDE LAB SHALL BE CHARGED TO CITY IN THE EVENT SUCH COSTS ARE IN EXCESS OF THE RATE LISTED**