

**SUPPLEMENTAL COOPERATIVE AGREEMENT  
BOLLI ROAD SEWER PROJECT**

THIS AGREEMENT (the "Agreement"), effective the \_\_\_\_ day of \_\_\_\_\_, 2024, is made and entered into by and between Boone County, Missouri, a first class noncharter county and political subdivision of the state of Missouri, by and through its County Commission, referred to in this Agreement as "County," and the Boone County Regional Sewer District, a public corporation and common sewer district organized and operated under RSMo Section 204.250 et. Seq., referred to in this Agreement as "District."

WHEREAS, the parties have entered into a Cooperative Agreement for the administration of Sewer Neighborhood Improvement Districts which was approved by Boone County Commission Order 563-2009 (the "2009 Cooperative Agreement"); and

WHEREAS, under the provisions of the 2009 Cooperative Agreement, the parties have undertaken the Bolli Road Sewer Project (the "Project,"); and

WHEREAS, County plans to use loan funds for the Project from the Missouri Clean Water State Revolving Fund ("SRF") as administered by the Missouri Department of Natural Resources ("MDNR"); and

WHEREAS, the parties desire to modify certain agreements contained in the 2009 Cooperative Agreement so as to allow the parties to successfully administer the Project in contemplation of the use of the loan funds from SRF in the Project; and

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows.

1. **PURPOSE.** The purpose of this Agreement is to memorialize the understandings of the parties as to the administration of the Project. The terms and conditions of 2009

Cooperative Agreement approved by Commission Order 563-2009 are incorporated into this Agreement by reference.

2. **MODIFICATIONS TO 2009 COOPERATIVE AGREEMENT.** The terms of the 2009 Cooperative Agreement shall remain in effect except as modified by the following:

- a. County hereby designates the District to serve as its agent with respect to the SRF loan funds and related requirements of MDNR.
- b. The District will ensure that all SRF requirements are satisfied, and will hold County harmless with respect to SRF requirements in connection with the Project.
- c. The District will provide information and documentation to County, in a form acceptable to the County Treasurer and County Auditor, as necessary to document the cost of the Project, including the data necessary for the formation of the ultimate NID assessment roll.
- d. All payments to contractor(s) will be issued by District as contemplated by Attachment 1 and 2 of this Agreement, as agreed to by appropriate stakeholders including County, District, and MDNR.
- e. County will reimburse the District for District's payments to contractor(s) as contemplated by Attachment 1 and 2 of this Agreement.
- f. County and District will cooperate with each other in good faith to take such other actions as are necessary to ensure the successful completion of the Project as contemplated herein.

3. **AUTHORIZATION OF SIGNATORIES.** The signatories to this Agreement affirmatively represent they obtained authority by resolution or order to enter into this

Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

4. **BINDING EFFECT AND NON-ASSIGNABILITY.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No obligation created by this Agreement shall be assigned or otherwise delegated or transferred to any person or entity which is not a party to this Agreement without written consent of the parties hereto.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their duly authorized officers on the day and year indicated by their signatures.

**BOONE COUNTY REGIONAL SEWER DISTRICT:**

By:

\_\_\_\_\_  
Tom Ratermann, General Manager

Dated: \_\_\_\_\_

**Approved as to Legal Form:**

**ATTEST:**

\_\_\_\_\_  
Sandi Clark, Assistant Secretary

\_\_\_\_\_  
Christopher Pieper, Attorney for the District

**COUNTY OF BOONE:**

\_\_\_\_\_  
Jenna Redel, Boone County Treasurer

\_\_\_\_\_  
Kyle Rieman, Boone County Auditor

\_\_\_\_\_  
Brian McCollum, Boone County Collector

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

**BOONE COUNTY COMMISSION**

By:

\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

**ATTEST:**

\_\_\_\_\_  
Brianna L. Lennon, Clerk of the County Commission

**Approved as to Legal Form:**

\_\_\_\_\_  
Charles J. Dykhouse, County Counselor