

**BOONE COUNTY AND
BOONE COUNTY REGIONAL SEWER DISTRICT
COOPERATIVE AGREEMENT**

THIS AGREEMENT, dated this _____ day of _____, 20____, is made and entered into by and between **Boone County, Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "County," and the **Boone County Regional Sewer District**, a public corporation and common sewer district organized and operated under RSMo Secs. 204.250 to 204.470, herein "District".

WHEREAS, County has invested in employees, equipment, and employee training to provide, among other things, GIS services, permitting services, professional procurement services, and human resources services to support County operations; and

WHEREAS, District desires to purchase from County certain of these services to enhance District operations; and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220.

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 establish a framework for the District to purchase certain services from County, to the extent County has the capacity to provide such services, to enhance District operations.
2. **COUNTY AGREEMENTS.**
 - a. Upon request by the District, County, to the extent it has capacity to do so, will provide, a listing of the then-current employment costs, material costs, and other related expenses to provide the following service types to the District:
 - i. GIS services;
 - ii. Professional procurement services;
 - iii. Professional administrative services;
 - iv. Human resources services; and
 - v. Permitting services.

- b. County agrees to provide services through its personnel to the extent it has the capacity to do so at the then-current, agreed-upon rates set out in its pricing lists.
 - i. County will cooperate with the District to define a mutually-agreeable scope of work for any requested services.
 - ii. County will cooperate with District in the scheduling of any work to allow for the key personnel to discharge their primary duties to the County.
 - iii. County may deny a request to provide services if the resources are not available at the time of the request, at County's sole discretion.

3. DISTRICT AGREEMENTS.

- a. District may request the then-current pricing sheet from County for access to any particular County services desired by the District. District's request shall include an estimate of the number of requested hours of service, if known, and the District will cooperate with the County in defining a mutually agreeable scope of work.
- b. If District desires to procure services from County during the same budget year at the listed pricing provided by County, District shall communicate the desired services and the agreed-upon scope of work, or an estimate of the hours requested, as applicable. District understands that the pricing quoted will change in subsequent budget years to reflect the County's actual costs in providing the services and will request updated pricing as appropriate.
- c. District will pay the invoice presented in connection with the requested services within thirty (30) days of the date on said invoice.

4. ADDITIONAL AGREEMENTS. The parties may enter into additional agreements to implement an ongoing service, such as administrative services relating to the filing for and issuance of permits. If such a subject-specific agreement is entered into that agreement shall prevail and control over that subject-specific service.

5. ASSIGNMENT. Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.

6. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of District and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
7. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
8. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year. Thereafter, this Agreement shall automatically renew for a additional, one-year terms that will run from January 1st through December 31st.
9. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
10. **NONAPPROPRIATION.** The activities of County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current County Commission.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
12. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
13. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

14. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

15. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

BCRSD:

By:

By:

Kip Kendrick, Presiding Commissioner

Chairperson

Date: _____

Date: _____

ATTEST:

ATTEST:

Brianna L. Lennon, County Clerk

Secretary

ACKNOWLEDGED:

Kyle Rieman, County Auditor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CJ Dykhouse, County Counselor

Chris Pieper, District's Attorney