

COOPERATIVE AGREEMENT FOR MANAGEMENT CONSULTANT SERVICES

THIS AGREEMENT, dated _____, 2026, is made by and between **Boone County, Missouri**, ("County") and **Boone County Regional Sewer District (BCRSD)** through its Board of Trustees ("District").

In consideration of the performance by each party of their respective obligations under this agreement, the parties agree as follows:

1. **Background and Purpose of Agreement** - County and District desire to foster a coordinated working relationship in the provision of necessary sewer services for existing developments and future developments in the County within District's service area. For this purpose, District desires to engage professional staff employed by County to assist District in its operations. County is willing to provide District with professional staff to assist District under the terms and conditions of this agreement and under the general framework outlined in the Cooperative Agreement between the parties approved in **Boone County Commission Order _____**. It should also be noted that this agreement shall supersede and replace the Cooperative Agreement for Management Consultant Services approved between the parties in Commission Order 35-2008.
2. **Management Services** - District hereby appoints **Jesse Stephens** as management consultant to the District and County hereby consents to such appointment. The appointee shall devote the estimated amounts of time and shall have the work responsibilities and activities as described in Exhibit A, which is attached to and incorporated in this agreement by reference. The appointee shall serve in his appointed capacity at the pleasure of the Board of Trustees of the District and shall be subject to the supervision and control of the District Board of Trustees with respect to his services provided to the District under this agreement. However, notwithstanding his appointment, the appointee under this management consultant services agreement shall be considered a full-time employee of County in all other respects and for all purposes except as provided under this agreement. It is further agreed between the County and District that the ultimate right of control with respect to the appointee, with respect to the employer-employee relationship, is vested in County and that County shall have the right at all times to establish the terms and conditions of the appointee's employment and to exercise supervision and control over the employment relationship. In the event District through its Board of Trustees determines that it disputes or disagrees with the employment practices or policies of County with respect to the appointee named herein, its sole recourse shall be to terminate this agreement or renegotiate the terms and conditions of this agreement. Further, both District and County understand and agree that the appointee named herein is not subject to any employment contract with the

County and that such appointee has no direct or indirect obligation under or beneficial interest in this agreement. Appointee has disclosed to County any employment contract or agreement to which appointee is a party, including his employment agreement with District, and District agrees that, to the best of District's knowledge, appointee has not violated any provision of his employment agreement with District as of the date of this agreement. In addition, District agrees that appointee may use "confidential and proprietary information" received during his tenure as an employee of District or otherwise, including, but not limited to during the course of providing services to District pursuant to this agreement, without causing any breach of District's employment agreement with appointee, provided that appointee uses such confidential and proprietary information of the District only for the benefit of the District. In the event that the appointee named herein shall terminate his employment with County, or otherwise decline or discontinue to act as an appointee under this agreement, then in such event this agreement shall automatically terminate upon any such event with respect to such appointee.

3. **Financial Obligations** - District agrees to reimburse County for work performed by the appointee in accordance with the County's salary for the appointee's position as approved in the current year's County budget for the number of weekly hours set forth in Exhibit A. District understands that the budgeted hours shown in Exhibit A are a best estimate and appointee will not be responsible for tracking exact time spent on District obligations under this Agreement. County will invoice District for sixteen (16) hours of those services weekly at the then-current pro-rated salary rate on a monthly basis, plus an administrative fee of 5%. Invoices for services shall be paid within 30 days of receipt by District. District shall be responsible for payment of employee incidental expenses for the appointee, such as mileage, special training expense, and travel reimbursements, in accordance with District policies established for these purposes. In the event services of appointee's employment are terminated for any reason, payment for services of the appointee shall be paid through the end of the week that includes the date of termination. Charges set forth herein shall be subject to adjustment for future calendar years as specified in the county budget adopted by order of the Boone County Commission each fiscal year. It is agreed that it shall be the responsibility of the District to review county budget proposals for payments to be made under this agreement each fiscal year and to make recommendations to County as a part of its annual budget process concerning changes to any payments or compensation to be paid to County under this agreement; otherwise, District agrees that any budget order adopted by the Boone County Commission with respect to services to be provided under this agreement shall be acceptable to District and District's sole means for changing any term or condition of county compensation shall be restricted to modifying or terminating this agreement as provided for in section 5 below.

4. **Insurance and Indemnification** - County shall maintain workers' compensation, unemployment compensation and other statutory employer required insurance on the appointee in its capacity as his employer. County also shall maintain public officials' liability insurance, professional liability insurance and such other insurance coverage on the appointee as it does for other county officials and professionals who are similarly classified as the appointee. To the extent covered under District contracts for liability insurance, District shall maintain liability insurance coverage on the appointee, regardless of whether such coverage duplicates County coverage, but only to the extent that such coverage is otherwise maintained by District without special endorsement or extraordinary cost; such coverage shall include but not be limited to motor vehicle liability insurance for the appointee use of District motor vehicles, and such other liability insurance customarily maintained by District applicable to its officials, employees, agents, and representatives. Nothing in this agreement shall be construed to require either the District or County to defend or indemnify the other from or against any monetary claim or cause of action which might arise against or involve the appointee named herein not covered by insurance. Further, nothing in this agreement is intended or shall be construed to expand or restrict any insurance policies or coverage which either the County or District carry or maintain in the normal course of their governmental operations. However, to the extent consistent with applicable insurance agreements, District shall be obligated to defend claims or causes of action arising out of the appointee's decisions and actions made on behalf of the District, regardless of whether such decisions or actions are approved or ratified by the District Board of Trustees; in addition and to the extent consistent with applicable insurance agreements, County shall be obligated to defend claims or causes of action arising out of the appointee's decisions and actions made on behalf of the County or, to the extent not covered by District's insurance agreements, the District, regardless of whether such decisions or actions are approved or ratified by the County Commission. Notwithstanding any other provision of this Agreement, nothing herein should be construed as waiving either the District's or the County's available sovereign or other immunity defenses under Missouri law.
5. **Modification and Termination of Agreement** - Either party to this agreement may request modification of the terms and conditions of this agreement, or may terminate this agreement, upon reasonable written notice. Reasonable written notice shall be as mutually agreed upon by the County and District, or in the absence of agreement, 30 days from the date notice of intent to modify or terminate this agreement is actually received by the party to which it is sent, provided, however, that County shall provide written notice of termination 90 days prior to termination of this agreement when such termination is within the reasonable control of the County. Notice to modify or terminate this agreement shall specify in writing the desired modifications to the agreement or the date of termination, as applicable. This agreement and any renewal of this agreement shall automatically terminate in the event either party fails to make annual appropriations

available to fund its financial obligations hereunder.

6. **Effective Date and Automatic Renewal** - This agreement shall be effective from and after August 1, 2026 and run through July 31, 2027. This agreement will automatically renew for two additional, one-year periods unless terminated by either party as set forth herein. This agreement shall terminate by its terms on July 31, 2029, but the parties may enter into a subsequent agreement for a term beyond that date. The terms and conditions of this agreement are conditioned upon County and District making annual appropriations available to fund their respective financial obligations under this agreement and subject to the provisions for modification and termination as provided in paragraph 5 above.
7. **Notices** – Any notice, request, or other communication required by this Agreement shall be provided in writing, including electronic mail communication with a signatory, or their successor, of this Agreement, or by United States postal service at the addresses specified below:

County:

Boone County Commission
801 E Walnut, Rm 333
Columbia, Missouri 65201
boone_county_commission@boonemo.gov

With a copy to:
CJ Dykhouse, County Counselor
801 E Walnut, Rm 211
Columbia, MO 65201
cdykhouse@boonemo.gov

District:

Boone County Regional Sewer District
Attn: Randy Chann, Chair
1314 N. 7th St.
Columbia, MO 65201

With a copy to:
Christopher Pieper, General Counsel
414 E. Broadway, Suite 100
Columbia, MO 65201

cpieper@bbdlc.com

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective on the date first above written.

**Boone County Regional Sewer
District**

By:

Chairman

ATTEST:

Secretary

Approved as to legal form:

Chris Pieper, Attorney for District

Boone County, Missouri

By: Boone County Commission

Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

Approved as to legal form:

CJ Dykhous, County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Kyle Rieman, Auditor

Date

Appropriation Account

EXHIBIT A

Planning

- Coordinate strategic planning to further the mission of the District;
- Develop goals, plans and metrics to achieve and measure progress toward achieving outcomes of the District's strategic plan;
- Identify challenges and opportunities that may impact the District's operations and/or finances and assist in developing strategies to address;
- Conduct public relations and stakeholder engagement on behalf of the District as directed the Board of Trustees;
- Liaison between Boone County Resource Management and Boone County Regional Sewer District, including providing regular planning and zoning updates to the Board of Trustees.

Administration

- Effectively organize and manage the senior leadership team of the District to ensure adequate resources are available to meet operational and administrative responsibilities;
- Develop and implement succession planning for key positions and develop a senior leadership team with direct accountability for assigned critical functions;
- Provide annual reports to the Board regarding staff performance, strengths, weaknesses, and plans for improvement;
- Oversee fiscal matters, including budgeting for operations and capital projects;
- Oversee development and administration of personnel policies and employee performance evaluations;
- Assist in conducting staff meetings as needed;
- Oversee preparation for and attendance at monthly Board meetings.

Operations

- Analyze impact of potential territorial issues, including wholesale transfers to/from other sewer providers, and assist in developing plans to mitigate cost impacts;
- Assure adequacy and compliance with District policies and contracts to which the District is a party, whether operational, financial, administrative, etc.;
- Provide periodic reports to Board on specific activities and, outcomes and impacts to the District's mission;
- Assist with the development, implementation and management of policies, procedures and regulations necessary for the operations of the sewer district;
- Perform other duties as assigned consistent with the senior leadership position of the District as directed by the Board;

Approximate hours to be 16 hours per week through 2026 and reevaluated in November 2026 for 2027.

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boone_county_commission@boonemo.gov

With a copy to:
CJ Dykhouse, County Counselor
801 E Walnut, Rm 211
Columbia, MO 65201
cdykhouse@boonemo.gov

District:

NEED PREFERRED CONTACT POINTS
Boone County Regional Sewer District
Attn: Randy Chann, Chair
1314 N. 7th St.
Columbia, MO 65201

With a copy to:
Christopher Pieper, General Counsel

Field Code Changed

414 E. Broadway, Suite 100
Columbia, MO 65201
cpieper@bbdlc.com

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective on the date first above written.

Boone County Regional Sewer District

By:

Chairman

ATTEST:

Secretary

Approved as to legal form:

Chris Pieper, Attorney for District

Boone County, Missouri

By: Boone County Commission

Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

Approved as to legal form:

CJ Dykhous, County Counselor

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Kyle Rieman, Auditor	Date	Appropriation Account
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- ~~Assist the District in d~~ Developing goals, plans and metrics to achieve and measure progress toward achieving outcomes of the District's strategic plan;
- ~~Assist the District in identifying~~ challenges and opportunities that may impact the District's operations and/or finances and assist in developing strategies to address;
- Conduct public relations and stakeholder engagement on behalf of the District as directed the Board of Trustees;
- Liaison between Boone County Resource Management and Boone County Regional Sewer District, including providing regular planning and zoning updates to the Board of Trustees.

Administration

- ~~Carry out responsibilities for effective~~ Effectively organization and management ~~the of~~ senior leadership team of the District to ensure ~~effective and~~ adequate resources are available to meet operationals and administrative responsibilities;
- Develop and implement succession planning for key positions and develop a senior leadership team with direct accountability for assigned critical functions;
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- Oversee development and administration of personnel ~~polieies and~~ policies and employee performance evaluations;
- Assist in conducting staff meetings as needed;
- Oversee preparation for and attendance at monthly Board meetings.

Operations

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- Assure adequacy and compliance with District policies and contracts to which the District is a party, whether operational, financial, administrative, etc.;
- Provide periodic reports to Board on specific activities and, outcomes and impacts to the District's mission;
- Assist with the development, implementation and management of policies, procedures and regulations necessary for the operations of the sewer district;
- Perform other as assigned duties consistent with ~~thea~~ senior leadership position of the District as directed by the Board;

Approximate hours to be 16 hours per week through 2026 and reevaluated in November 2026 for 2027.

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DRAFT