

CONTRACT

This contract dated this _____ day of _____ 20____, is by and between the CITY of _____, a municipality in St. Louis COUNTY, Missouri, (“CITY”), and St. Louis COUNTY, Missouri, (“COUNTY”);

Whereas, Sections 249.422 and 249.423 RSMo permit CITY to levy and impose annually for the repair of lateral sewer service lines on residential property having six or less dwelling units a fee not to exceed twenty-eight dollars per year; and

Whereas, the provisions of Section 70.210 to 70.320 inclusive, RSMo 1994, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

Whereas, the County Charter, Article II, Section 2.180 (20) authorizes COUNTY to contract with CITY for a common service; and

Whereas, COUNTY under the authority of Ordinance 19,701 established the Sewer Lateral Repair Program; and

Whereas, the COUNTY Executive is authorized by section 1111.110 SLCRO to contract with any municipality in St. Louis COUNTY to administer a Sewer Lateral Repair Program identical in substance to the COUNTY’s program; and

Whereas, CITY contracts with COUNTY for Plumbing Code Enforcement as duly enacted in Ordinance Number _____ which is identical St. Louis COUNTY Plumbing Code; and

Whereas, the voters of CITY have approved the establishment of a Sewer Lateral Repair Program and associated fees as prescribed by Section 249.423 RSMo on _____; and

Whereas, the municipality has duly adopted Ordinance _____ authorizing this contract, a certified copy of the legislation is attached to and made a part of this contract;

Now Therefore, in consideration of the mutual promises, covenants, and obligations hereinafter stated, COUNTY and CITY mutually agree as follows:

Term

1.1 This agreement shall commence on the ___ day of _____, 20____ and last one year and continue in effect from year to year unless terminated as provided below.

Scope

2.1 Obligations of COUNTY

A) COUNTY shall administer a Sewer Lateral Repair Program for CITY identical to COUNTY's Sewer Lateral Repair Program.

B) COUNTY shall administer the Sewer Lateral Repair Program for CITY only to the extent that CITY funds are available to make such repairs from fees collected pursuant to Section 249.422 & 249.423 RSMo or other CITY funding

C) COUNTY shall give notice as soon as practicable to CITY if/when CITY's available funds for repairs fall below \$ 25,000.

2.2. Obligations of COUNTY are conditional upon CITY completing the following:

A) Maintaining a contract with COUNTY for plumbing code enforcement.

B) Maintaining a plumbing code identical to counties.

C) Maintaining an ordinance identical to COUNTY's Ordinance 19,701.

D) Promulgating and maintaining Rules and Regulations identical to St. Louis County Sewer Later Repair Program Rules and Regulations.

E) Pursuant to Sections 249.422 and 249.423 RSMo, CITY establishing a special and separate account for any fees collected for sewer lateral repairs.

F) CITY shall furnish at CITY expense a corporate surety bond in a sum of \$ 25,000, running to St. Louis County, Missouri to insure the faithful completion of any sewer lateral repair work started on behalf of CITY in which CITY fails to have the funds to complete said work.

G) To the fullest extent permitted by law, the CITY shall indemnify, defend, and hold harmless the COUNTY, its elected and appointed officials, employees, and agents, from and against all claims, damages, losses and expense, including but not limited to attorneys' fees arising out of or resulting from the performance of the administration of the sewer lateral program. Said indemnification shall include any such claim, damage, loss or expense (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom or (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, CITY anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

H) The CITY and if applicable the CITY's insurer shall agree to waive all rights of

subrogation against COUNTY, COUNTY's elected officials and all employees for any losses arising from work performed under this contract.

Compensation

3.1 A) CITY agrees to transfer to St. Louis COUNTY any and all fees collected for sewer lateral repairs pursuant to Section 249.422 and 249.423 RSMo. Said funds may include at CITY's discretion additional funding sources.

B) CITY shall pay COUNTY for the administration of the CITY's Sewer Lateral Repair Program. The cost to CITY for COUNTY to implement CITY's Sewer Lateral Repair Program is 10% of the total of both the annual tax revenue generated pursuant to 249.422 and 249.423 RSMo plus any additional fees that are collected or expended by CITY for the purpose of providing for, ensuring or guaranteeing the repair of lateral sewer lines. (9% of the CITY's costs are for the administration of the Sewer Lateral Repair Program and 1% is the cost for the services of the Department of Revenue.)

C) Payments of the compensation described in paragraph 3.1B are due immediately upon receipt of the funds by CITY.

Special Terms and conditions

4.1 A) The CITY's program will not be funded in any manner by St. Louis COUNTY.

B) CITY acknowledges that funds allocated to this program may be insufficient to repair the defective lateral of all CITY residents who apply and/or qualify for participation.

C) Disputes County shall have the sole discretion and authority to determine issues including but not limited to eligibility for sewer lateral repairs, workmanship, and changes in scope of work or any other issues that involve the administration of the Sewer Lateral Repair Program.

Amendments to Code and Rule

5.1 A) In the event COUNTY shall add to, delete or amend sections of Chapter 1111 SLCRO, COUNTY will no longer be obligated under this contract unless CITY amends CITY's ordinance to make it identical in substance to COUNTY's amended code.

B) COUNTY shall supply CITY with a copy of COUNTY's proposed amendment prior to the amended codes effective date. COUNTY will no longer be obligated under this contract unless CITY amends CITY's ordinance within ninety days of the effective date of said COUNTY ordinance.

C) If COUNTY fails to provide a copy of COUNTY's proposed amendment as provided above, CITY has ninety days to amend its ordinance after receipt of COUNTY amendments.

D) CITY shall supply COUNTY with a certified copy of all amendments to CITY ordinances within five days of said amendment's effective dates.

Termination

6.1 A) This contract is intended for the period of one year. This contract may not be terminated prior to the expiration of the contract period, except as provided below, or by providing 30 days written notice to the other party prior to the expiration of the existing contract period.

B) If COUNTY terminates this contract for any reasons listed below or if CITY terminates this contract prior to the expiration of the contract period then the compensation in section 3.1 shall be forfeited to COUNTY.

C) COUNTY may terminate this contract if CITY fails to comply with the requirements set forth in the contract whereby COUNTY enforces CITY Plumbing Code Enforcement.

D) County may terminate this contract if CITY fails to comply with Section 3.1 above

E) County may terminate this contract at COUNTY'S discretion if CITY fails to have funds available for sewer lateral repairs.

F) In the event CITY fails to amend CITY ordinances as provided herein this agreement shall be terminated.

Entire Agreement

7.1 This Contract, the Terms & Conditions, Contractor Representations and statement of work, and any other special conditions contained in referenced schedules, if any, and any specifications or other documents referenced in the schedule hereto constitute and represent the complete and entire agreement between the COUNTY and CITY and supersede all previous communications and representations, either written or verbal with respect to the subject matter of this contract. No modification of this contract or these terms and conditions shall be binding on the COUNTY unless made in writing and accepted by COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated above

ST. LOUIS COUNTY, MISSOURI

County Executive

By _____
CITY

Title: _____
MAYOR

Attest:

Attest:

Administrative Director

Municipal Clerk

Approved:

(CITY) Seal:

County Director of Public Works

Approved:

Approved as to Legal Form:

St. Louis County Counselor

Accounting Officer