

AGREEMENT

This agreement, dated this 18th day of NOVEMBER, 2011, between HARDIN COUNTY WATER DISTRICT No. 1, a water district duly organized pursuant to KRS Chapter 74, hereinafter referred to as "District"; and the Town of West Point, a municipal corporation duly organized pursuant to Kentucky law, hereinafter referred to as "Town".

WHEREAS, the Town desires to contract with the District to provide temporary services to assist with regulatory reporting for the Town's water and sewer utility systems ("systems"), technical advice and assistance ("Services"), and emergency repair services ("Repairs"), which services would include providing equipment, labor and expertise; and

WHEREAS, the parties hereto wish to enter into a contract to memorialize said services as specifically set forth herein;

NOW, THEREFORE, the parties hereto in consideration of the mutual benefits, covenants and conditions set forth herein agree as follows:

I. Obligations of the District to the Town:

- A. The District agrees to provide base services as set forth on the Scope of Work (Attachment "A") for a set monthly fee
- B. The District agrees to consider each individual request for additional services (above base services) or repairs and provide the Town a timely answer as to whether the request can be accommodated
- C. The District will respond in a timely manner to preparing any estimate for repairs, if requested by the Town
- D. The District will bill for all services as set forth herein as set forth on Attachment A, or amounts as calculated and agreed to in advance between both parties
- E. To respond to any questions, provide answers to questions from any regulatory agencies, related to the services provided
- F. To provide any licensed or certified operators as approved or required by any regulatory agency, and to provide any certification license numbers and names to the Town and regulatory agency(ies)

II. Obligations of the Town to the District:

- A. The Town agrees to provide competent operations of the systems, providing its own employee(s) as needed to carry out routine operations
- B. To purchase all treatment chemicals and supplies as needed for proper operations, to provide or pay for repair materials or items, if possible. If District provides repair materials, the Town agrees to reimburse the District for actual costs of those materials used
- C. To maintain and keep current all insurance policies and requirements as set forth herein
- D. To collect, measure, record and provide to the District all data and levels needed to complete all

monthly regulatory reports as needed and required in the operations of the systems

- E. To consider recommendations and changes in operations as presented by the District, in order to stay in compliance with all regulatory requirements in operating the systems, within the financial technical capacity of the Town
- F. To meet with the District after reasonable request to exchange information, discuss operational issues and other problems
- G. To provide the District approval to proceed with any work request for additional services or repairs and if requested by the District, to provide written approval through electronic mail or other written form. If not requested by the District, the Town will provide verbal authorization for all other requests
- H. To pay for all services and repairs as provided by the District, upon a monthly billing by the District to the Town, within the time period as set forth herein

III. The Town also understands and agrees to the following limitations:

- A. The District is not obligated in any way to provide any additional requested services or repair request(s), due to lack of resources, unavailable personnel or other reasons and may have to deny said request(s) at the District's sole discretion. The Town is also not obligated in any way to use the District's services available, and may cancel this agreement as provided for herein
- B. Town Indemnity: Town shall indemnify and hold harmless the District for any and all costs, expenses including but not limited to legal fees, and against all claims, demands, liability, damages, suits, actions or causes of action which may be brought or asserted against District to the proportionate extent arising out of the negligent acts of Town or from any Town subcontractor, supplier or other individual in the performance of this Agreement
- C. District's Indemnity: The District agrees to indemnify and save Town harmless from and against all claims, demands, liability, damages, suits, actions or causes of action of every kind and nature, which may be brought or asserted against Town arising out of the negligent acts of the District or the the District's sub-contractors in the performance of this agreement.
- D. Term: Initially this agreement shall be in affect for 90 (ninety) days from the effective date shown above. The District's Board may choose to extend, modify or otherwise change the term of this agreement. If the Board takes no action, or otherwise takes action to cancel this agreement, then this agreement shall expire and no longer remain in affect after the initial period expires. Either party may cancel this agreement by providing no less than fifteen (15) days written notice to the other party.
- E. All District costs shown on Attachment A are subject to change without advance notice to Town, but will be changed no more than once each 12 month period, starting after date of this agreement.

IV. The Town shall maintain insurance throughout the term of this agreement using the following policy limits:

- 1. A Commercial General Liability (CGL) insurance policy for bodily injury (including death) and property damage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) inclusive limit for any one occurrence

2. A Workers Compensation Insurance policy complying with the requirements of the statutes in Kentucky, where the work will be performed. Coverage under such an insurance policy shall not have limits less than:
 - a. Employer's Liability: Each Accident \$1,000,000
 - b. Disease Policy Limits \$1,000,000
 - c. Disease - Each Employee \$1,000,000

V. Other Provisions:

- A. Any additional costs incurred by the District to perform services above and beyond those listed within this Contract arising as a result of any special request or legislative action taken by the Town shall be the expense and obligation of the Town.
- B. It is mutually understood and agreed that this Contract shall be governed by the laws of the Commonwealth of Kentucky, County of Hardin
- C. There shall be no modification of this Agreement except in a writing executed by both parties with the same formalities as this Contract
- D. This Contract contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent of either party that is not contained in this written contract shall be valid or binding

VI. Signatures & Notary;

DISTRICT:

James Bruce
Signature - General Manager

11-18-2011
Date Signed

CITY:

Wil-Aspd
Signature - Mayor

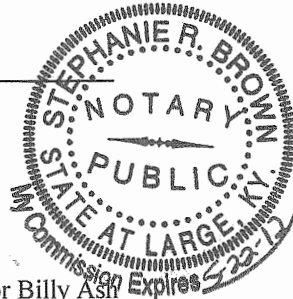
11-18-2011
Date Signed

(NOTARY - DISTRICT)
STATE OF KENTUCKY - COUNTY OF HARDIN

I, the undersigned, a Notary Public, do hereby certify that on this 18 day of Nov, 2011, Mr. Jim Bruce personally appeared before me the above named persons and that they have signed the foregoing document as an authorized person of the District.

Stephanie R. Brown
NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires; 5-22-12

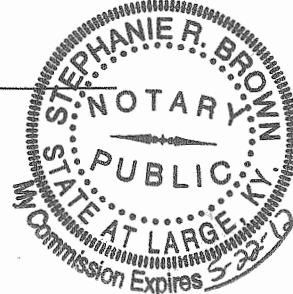


(NOTARY - Town)
STATE OF KENTUCKY
STATE OF KENTUCKY - COUNTY OF HARDIN

I, the undersigned, a Notary Public, do hereby certify that on this 5 day of November, 2011, Mayor Billy Ash personally appeared before me the above named persons and that they have signed the foregoing document as an authorized person of the Town.

Stephanie R. Brown
NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires; 5-22-12



ATTACHMENT A

Description of Services, Fees and Charges

I. BASE MONTHLY SERVICES:

- A. **OPERATIONS CONSULTING SERVICES:** The District will provide base monthly services which shall include; 1) Complete (with data collected by the Town or their laboratory), Review both the water Monthly Operating Report and the sewer Discharge Monitoring Report for the Town's system, 2) Providing technical knowledge and assistance to the Town's system operator(s), 3) Review activities operations of the Town's systems to monitor compliance with regulatory requirements and to provide comments and recommendations for corrections to remain compliant, 4) To provide one (1) site visit per month to meet with the Town's operator(s), inspect equipment operations, review laboratory and operations data and accuracy to date, provide a monthly billing to the Town for base services, and 5) Notify Kentucky regulatory agencies of District's licensed / certified Water Treatment, Wastewater Treatment, Water Distribution, Sewer Collection operators with names and certification numbers, and Agency Interest Identification numbers, who will be overseeing and responsible party of record for the State regulatory agencies. *(Maximum combined personnel hours for base services will not exceed more than 14 hours/month)*
- B. **BASE MONTHLY SERVICE FEE:** = \$325 per month
- C. **OPTIONAL OR REQUESTED ADDITIONAL SERVICES:** The District will provide additional services, charged at the hourly rates shown below, which may include; 1) Additional site visits as requested, 2) Answering technical questions and research as requested (requiring more than 15 minutes each), 3) Collect samples for analysis if requested, 4) Perform laboratory analyses within District's capabilities and charge fees as published for the Pirtle Spring Bacteriological Laboratory, 5) Collect and have analyzed any other water or wastewater samples if requested, which actual District costs would be reimbursed by the Town.
1. **OPTIONAL MONTHLY SERVICES FEE:** (Shall be based on required hours, times the hourly rate for any required personnel, vehicles or equipment listed below)

II. REQUESTED REPAIR SERVICES:

- A. **WATER MAIN BREAK REPAIR:** If available and approved by the District, the District would provide all equipment, personnel and expertise to travel to the Town and perform a repair of a Town owned, public water main leaks. Services shall include, 1) Excavation and restoration of break, 2) Installing clamp or new pipe section, 3) Flushing main after repair to restore disinfection residual, 4) Providing notices and effort to customers of any required Boil Water Advisory (BWA), 5) Taking samples and testing services as needed to verify that the BWA may be lifted, and 6) Provide any materials or supplies needed, if not provided by the Town, and bill the Town at the end of the month for those items required.
- B. **SYSTEMS EQUIPMENT / FACILITY REPAIRS:** If available and approved by the District, the District would provide all equipment, personnel and expertise to travel to the Town to perform repairs to treatment systems equipment, chemical feed systems, motors and controls equipment, monitoring equipment or other related electrical equipment. Services shall include, 1) Travel to the Town and provide District's Maintenance & Controls Specialist, 2) Provide expertise and personnel to diagnose problem and estimated cost of repairs to Town, 3) If approved by Town, carry out repairs, 4) Provide any materials or supplies needed, if not provided by the Town, and bill the Town at the end of the month for those items required.
1. Hourly rates;

<u>POSITION / ITEM</u>	<u>HOURLY</u>	<u>Comment</u>
Operations Manager	\$45	As requested, per hour
Distribution Supervisor	\$37	As requested, per hour
Heavy Equipment Operator	\$28	As requested, per hour
Distribution Sytem Operator	\$21	As requested, per hour, each operator
Project Coordinator	\$29	As requested, per hour
Maintenance & Controls Spec	\$34	As requested, per hour
Water Quality Specialist	\$35	Not charged for standard testing fees

Backhoe	\$25	Per hour, including mobilization
Backhoe Trailer	\$4	Per hour, including mobilization
Dump Truck	\$18	Per hour, including mobilization
Utility Truck (1T)	\$6	Per hour, including mobilization, each truck
Pick-Up Truck	\$9	Per hour, including mobilization, each truck
Misc Power Tools	\$5	Per hour, including mobilization

2. Additional items / personnel not listed in table;

- a. Personnel - Will be charged at current hourly rate, +31% benefits/taxes overhead, +4.4% G&A adder
- b. District Equipment - Annual depreciation cost / 2,080 hours, +4.4% G&A, + equiv hourly rate operating costs (fuel & maintenance)
- c. Materials - Actual costs, District paid, + any delivery or shipping costs
- d. Outside professional services, actual District costs, +4.4% G&A

KENTUCKY LEAGUE OF CITIES WORKERS' COMPENSATION TRUST

100 East Vine Street, Suite 800, Lexington, Kentucky 40507-3701

(859) 977-3700 or (800) 876-4552

FEIN: 61-1238903

**Workers' Compensation and Employers' Liability Insurance Policy
INFORMATION PAGE
CARRIER CODE 36676**

Item 1: City of West Point

509 Elm Street
West Point, KY 40177

POLICY#: W5561-011090

Federal ID#: 616001927

SIC Code: 9131

Risk ID#: 5561

Locations - All usual workplaces of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein: See attached scheduled for location(s).

Item 2: Policy Period: From **07/01/2011** to **07/01/2012** 12:01 A.M. standard time at the Insured's mailing address.

Item 3:

- A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: Kentucky
- B. Employers' Liability Insurance: Part two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are: Bodily Injury by Accident \$4,000,000 each employee
Bodily Injury by Disease \$4,000,000 each employee
Bodily Injury by Disease \$4,000,000 policy limit
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states not provided. Coverage provided pursuant to Kentucky Law.
- D. This policy includes these forms, endorsements and schedules: KLCIS-WC-EL'2006
WC 00 03 11, WC 00 04 06

Item 4: The premium for this policy will be determined by our Manuals and Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit:

****See Attached Schedule for Classifications**
INSTALLMENT YEAR: 07/01/2011 - 07/01/2012**

Premium Subject to Tax	\$6,565
Plus Kentucky Premium Tax (6.5%)	\$427
Estimated Annual Total	\$6,992

Dated Issued: 05/25/2011

From: KLC Workers' Compensation Trust
Lexington, KY 40507-3701

AMENDMENT

City of West Point Consulting or Repair Services

**AMENDMENT NO. 1 TO
CONSULTING OR REPAIR SERVICES AGREEMENT**

THIS AMENDMENT TO THE ABOVE NOTED Consulting or Repair Services AGREEMENT (this "Amendment") is effective the 26th day of November, 2012, between Hardin County Water District No. 1 ("District"), and Town of West Point, Kentucky, ("Town").

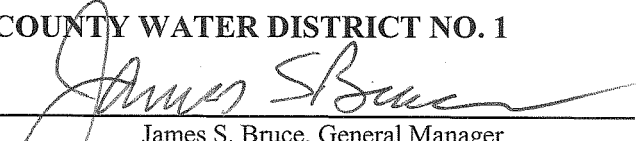
WHEREAS, District and Town do hereby extend the original agreement dated November 18, 2011;

NOWHEREFORE, District and Town hereby agree to amend the Agreement as follows:

1. As approved by a motion of the Hardin County Water District 1 Board of Commissioners at the November 20, 2012 meeting, to extend the agreement for a period of one (1) year until November 21, 2013, with the option of an additional one (1) year extension per the Town's request at the expiration of this amendment. Town shall provide current proof of insurance as specified in the original agreement.
2. Except as expressly modified herein, the terms and provisions of the original Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written. By signing below both parties acknowledge that they are authorized representatives and have the authority to amend this contract.

HARDIN COUNTY WATER DISTRICT NO. 1


By: 
 James S. Bruce, General Manager

Name: JAMES BRUCE
 (Please Print)

ATTEST: JOHN M. THOMAS
 (Please Print)

ATTEST: 
 (Signature)

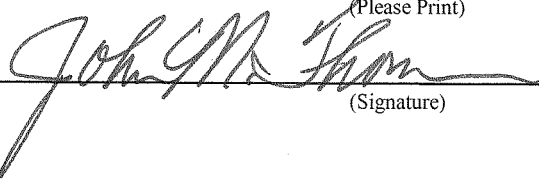
TOWN OF WEST POINT, KENTUCKY

By: 
 TOWN (Signature)

Title: MAYOR

Name: William C. Ask
 (Please Print)

ATTEST: JOHN M. THOMAS
 (Please Print)

ATTEST: 
 (Signature)