

**BILLING SERVICES AGREEMENT
BETWEEN
EAGLE RIVER WATER & SANITATION DISTRICT AND
TOWN OF MINTURN**

THIS BILLING SERVICES AGREEMENT effective this 1st day of January 2024, by and between TOWN OF MINTURN, a quasi-municipal corporation of the State of Colorado ("Town"), and EAGLE RIVER WATER & SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado ("District"). The Town and District are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, among its other functions Town owns and operates a water treatment and distribution system and provides trash collection services substantially within the boundaries of District; and

WHEREAS, District has sufficient experience, personnel, and equipment to perform certain services desired by Town; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, the Parties agree as follows:

**ARTICLE 1
GENERAL CONDITIONS**

- 1.1 District shall provide in a good and workmanlike manner the services described in this agreement upon the terms and conditions herein stated.
- 1.2 District shall be an independent contractor, and nothing herein contained shall be construed to create the relationship of principal and agent or employer and employee between Town and District. Any person or party hired by District shall be the employee, agent, servant, or contractor of District.
- 1.3 District shall comply with all applicable local, State and Federal laws, rules and regulations.
- 1.4 District shall provide the services described in Article 2 herein in accordance with the Rules and Regulations of District and any amendments thereto.

ARTICLE 2 SCOPE OF SERVICES TO BE PERFORMED BY DISTRICT

- 2.1 Billing Services. District agrees to provide billing services (“Billing Services”) for monthly water and trash collection services provided by Minturn to its customers, subject to the following:
- 2.1.1 Customer billings for water service and trash collection shall be issued at the same time and in the same manner as sewer service billings.
 - 2.1.2 All customer bills, which remain unpaid twenty-five days from the date of mailing of such bills, will have a Late Charge of five percent (5%) of any Balance Forward added thereto which shall be retained by District. Town authorizes District to pursue all collection procedures outlined in District’s Rules and Regulations, to include Certification of the unpaid amounts to the Eagle County Treasurer for collection with property taxes annually, as allowed by Eagle County. Such unpaid amounts may include Town’s unpaid water and trash collection service charges and District’s unpaid sewer service charges.
 - 2.1.3 Town, at the request of District, shall discontinue water and/or trash service to customers following notice of disconnection to such customers as provided in the Rules and Regulations of District.
 - 2.1.4 In the event a customer’s service is unable to be discontinued, Town will contract the work to correct any system deficiencies so that the customer’s water service is able to be discontinued. The cost of such work may be added to the customer billing as an adjustment.
 - 2.1.5 Approximately one month after the end of each billing period, District shall remit to Town, an amount equal to the total water and sewer services billed, less all amounts due from customers, which have any amounts in Balance Forward on their bills, which have remained unpaid for more than one hundred twenty (120) days.
- 2.2 Additional Services. The Town may request, and the District will provide additional labor and equipment as set forth on Exhibit A (“Additional Services”).

ARTICLE 3 COMPENSATION AND PAYMENT

- 3.1 Cost of Services. Town shall pay District for services performed according to the following:
- 3.1.1 The cost for Billing Services is \$40,954 per year, to be paid in monthly installments of \$3,412.83 each.
 - 3.1.2 Fees for Additional Services shall be billed at rates listed in Exhibit A or for amounts agreed to by District and Town.
- 3.2 Payment. Payment by Town to District shall be made within three (3) days following the approval of District's payment request in the regular meeting of Town Council following the end of the calendar month in which the services were performed.

ARTICLE 4 SPECIAL CONDITIONS

- 4.1 Insurance Requirements. At all times during the term of this Agreement, District shall carry and maintain in full force, at District's expense, the following insurance coverage. Such policies shall include a provision requiring a minimum of thirty (30) days' notice to Town of substantial change or cancellation of coverage or insurance policies.
- 4.1.1 General Comprehensive Liability insurance in an amount of \$424,000 per person and \$1,195,000 per occurrence, including the following coverage: property damage; underground explosion and collapse hazard; and personal injury.
- 4.1.2 Comprehensive Automobile Liability insurance on all owned vehicles used in connection with the services in an amount of \$424,000 per person and \$1,195,000 per occurrence combined single limits for Bodily Injury and Property Damage.
- 4.1.3 Worker's Compensation insurance in accordance with the provisions of the Worker's Compensation Act of the State of Colorado for all employees to be engaged in the services.
- 4.2 Certificates of Insurance. Prior to commencement of services, District shall provide Town with Certificate(s) of Insurance evidencing the insurance required by this Article and naming Town as an additional named insured as its interests may appear for all Comprehensive General Liability insurance.
- 4.3 Indemnity. To the extent permitted by law, and to the extent of the limits of any insurance coverage maintained by District, District further agrees to indemnify and hold Town harmless from, and defend all actions against, all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising from any negligent act or omission on the part of District, its agents, or employees, provided, however, that any claim for negligent acts or omissions must be brought in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq., as amended, as the same may now or hereafter exist, and nothing herein shall be deemed or construed to be a waiver of the rights granted hereunder. Town shall provide District with notice of the commencement of any action, subject to this paragraph, not more than five (5) days following receipt by Town of notice of commencement of such action. Notwithstanding the foregoing, the District does not waive the protections, monetary limitations, or immunities provided by the Colorado Governmental Immunity Act.
- 4.4 Renegotiation. Duties or services to be performed by District may be added or deleted and charges for services may be renegotiated by either Party upon thirty (30) days written notice to the other Party.
- 4.5 Assignment. Neither Party shall assign its rights and/or obligations under this Agreement without the express written consent of the non-assigning Party.

- 4.6 Term of Agreement. The term of this Agreement shall be January 1, 2024 to December 31, 2024.
- 4.7 Termination. The provisions of Section 4.6 notwithstanding, either Party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party.

ARTICLE 5 MISCELLANEOUS

- 5.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto relating to the services, and sets forth the rights, duties, and obligations of each to the other as of this date. The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties and any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.
- 5.2. Binding Agreement. This Agreement shall inure to and be binding upon the Parties, their successors, and assigns.
- 5.3. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 5.4. Controlling Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.
- 5.5. Subject to Annual Appropriation and Budget. Under no circumstances shall this Agreement constitute, or be considered as, a multiple-fiscal year obligation of either the District or the Town. The Town's and the District's individual obligations under this Agreement exist subject to annual budgeting and appropriations by their respective governing bodies, and shall remain subject to the same for the entire term of this Agreement.
- 5.6. Governmental Immunity. Nothing in this Agreement shall be construed to constitute a waiver, in whole or in part, of any of either of the Parties' rights and protections under the Colorado Governmental Immunity Act, § 24-10- 101, et seq., C.R.S., as amended from time to time.
- 5.7. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 5.8. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first above written.


TOWN OF MINTURN

By: _____
Mayor

ATTEST:

Town Clerk

EAGLE RIVER WATER & SANITATION DISTRICT:

By:  _____
Chair

ATTEST:

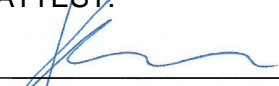
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Secretary

EXHIBIT A
2024 FEE SCHEDULE FOR DISTRICT EQUIPMENT AND PERSONNEL

Equipment	2024 In District Hourly Rates
1 Ton Utility, Duramax	56.00
3" Pump	31.00
6" Power Prime Pump Trailer	62.00
Air Compressor (180 cfs)	25.00
Asphalt Cutter	38.00
Backhoe, John Deere #710 (1-1/2 cy, 3/8 cy Hoe)	93.00
Camera Locator	62.00
Camera Water or Sewer	223.00
Chain Saw	31.00
Composting Auger	38.00
Correlator-DigiCorr	99.00
Correlator-Zcorr	49.00
Demo Saw	31.00
End Dump Trailer	81.00
Forklift	49.00
Generator	62.00
Generator-Portable	43.00
Hoe/Pack Compactor	93.00
Jack Hammer and Hydraulic unit # 105 (1 ton)	56.00
Large Jetting Truck	136.00
Light Plant (mobile)	62.00
Loader	93.00
Lowboy Tractor	81.00
Lowboy Trailer	74.00
Mac-Trailer	31.00
Message Boards	31.00
Meter Test Bench	49.00
Mikasa Jumping Jack	56.00
Mini Excavator	93.00
Pickup with Plow	56.00
Pickup with Plow & Liftgate	56.00
Pump Truck	149.00
Rock Breaker/Hammer	186.00
Skid Steer	74.00
Skid Steer w/ Blower or Brush	99.00

Equipment	2024 In District Hourly Rates
Small Dump Truck	43.00
Small Jetting Truck	125.00
Small Portable Welder	25.00
Snowblower-Manual	18.00
Steamer	25.00
Tandem Dump Truck	62.00
TV Van	125.00
Utility Trailer	38.00
Valve Box Cleaner	25.00
Valve Box Operator/Cleaner	43.00
Valve Maintenance Trailer	81.00
Vehicle & Tools	43.00

Labor	2024 In District Hourly Rates
Construction Managers, Planning Supervisors, Project Engineers	95.00
General Manager	210.00
Executive Manager	165.00
Field Operations Personnel	65.00
Managers	115.00
Office Administration & Accounting Staff	75.00
Operational Interns/Temps	27.50
Operations Supervisors and Field Operations Leads & Planners	110.00
Water & Wastewater Operations Personnel	65.00

Test	Method	Matrix	2024 Cost
Alkalinity, Total	SM 2320B	Wastewater and Drinking Water	18.50
Biochemical Oxygen Demand	SM 5210B	Wastewater	68.00
Chlorine (DPD Residual)	SM 4500-CI G	Wastewater and Drinking Water	18.50
Chemical Oxygen Demand	SM 5220D	Wastewater	41.00
Conductivity	SM 2510A	Wastewater and Drinking Water	12.50
E. coli MPN	SM 9223	Wastewater and Drinking Water	38.00
Total Coliform and E. coli MPN	SM 9223	Wastewater and Drinking Water	50.00
Hardness	SM 2340C	Wastewater and Drinking Water	27.50

Test	Method	Matrix	2024 Cost
Heterotrophic Plate Count	SM 9215B	Drinking Water	27.50
Nitrogen, Ammonia	SM 4500-NH3E	Wastewater	25.00
Nitrogen, Nitrate + Nitrite	SM 4500-NO3F	Wastewater	18.50
Nitrogen, Total	Lachat Method 10-107-04-4-A	Wastewater	37.00
pH	SM 4500-H+B	Wastewater and Drinking Water	25.00
Simplified, TKN	Hach TNT 880	Wastewater	38.00
Solids, Total Dissolved	SM 2540C	Wastewater and Drinking Water	31.00
Solids, Total Suspended	SM 2540D	Wastewater and Drinking Water	25.00
Solids, Total	SM 2540B	Wastewater	25.00
Solids, Total Suspended + Volatile Suspended	SM 2540D and SM 2540G	Wastewater and Drinking Water	38.00
Sulfate	EPA 375.4	Wastewater and Drinking Water	25.00
Total Coliforms - presence/absence (BacT Sample)	SM 9223B	Drinking Water	31.00
Phosphorus, Reactive (Ortho)	SM4500-P E (Hach 843, 844, 845)	Wastewater	18.50
Phosphorus, Reactive (Ortho)	Lachat Method 10-115-01-1-M	Wastewater	31.00
Phosphorus, Total	SM4500-P E (Hach 843, 844, 845)	Wastewater	18.50
Phosphorus, Total	Lachat Method 10-115-01-1-F	Wastewater	38.00

Late fees (This additional cost applies to samples not received during the time period requested)	Accepted sample drop off times/days	Matrix	2024 Cost
Total Coliforms – presence/absence (BacT Sample)	7:00 am to 3:00 pm (Monday-Thursday)	Drinking Water	\$9.00
Solids, Total Dissolved	First two weeks of the month (Monday or Tuesday ONLY)	Wastewater and Drinking Water	\$30.00
E. coli MPN and Total Coliform plus E. coli MPN	Before 9:00 am (Monday, Tuesday, or Thursday)	Wastewater and Drinking Water	\$22.50