

AGREEMENT



This Agreement is made this 17 day of October, 2022, by and between the CITY OF SCOTTSSLUFF (hereinafter referred to as "Scottsbluff") and the CITY OF TERRYTOWN (hereinafter referred to as "Contractee").

1. **PURPOSE**. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs emergency cleaning. Contractee desires to contract with Scottsbluff to provide emergency sewer cleaning services upon request. Contractee will hire an independent contractor for routine sewer cleaning service, when they determine it is needed.

2. **NATURE OF THE WORK**. Scottsbluff agrees to provide the following emergency cleaning at the rates indicated for each:

- A. Emergency cleaning services, which is defined as a line blockage with sewer backup which has or will cause property damage, will be charged at the rate of \$350.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff and weather conditions.
- B. Sewer line inspections by camera equipment will be charged at the rate of \$225.00 per hour and when possible, should be requested at least 15 days in advance. The sewer line inspection must be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the emergency cleaning rate, or \$700.00 an hour. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Labor for all these services will be charged at the current rates reflected in Section 6-6-34 of the Scottsbluff Municipal Code. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all emergency calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while an emergency cleaning with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this Agreement is executed with an SID, the Agreement is void if all residents' sewer bills are not paid current at the time of the request for emergency cleaning.

4. **CONDITIONS.**

- A. Before Scottsbluff commences to provide emergency cleaning services, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or Wastewater System Supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such insurance with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this Agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such Agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this Agreement is signed the day and year first above written.

CITY OF TERRYTOWN, NE.

BY: _____

ATTEST:

TITLE: _____

Title: _____

CITY OF SCOTTSBLUFF, NE.

BY: Jeannie M. Keruga

ATTEST:

TITLE: Mayor

Kimberley Flight
City Clerk

