

AGREEMENT FOR OPERATIONS SERVICES

THIS AGREEMENT FOR OPERATIONS SERVICES (“Agreement”) is made as of the **13th day of October, 2023**, by and between IRWA Support Services, LLC, an Idaho limited liability company, (“IRWA Support”), and the West Bonner School District in care of Priest Lake Elementary School, (“Owner”).

1.0 RECITALS

1.1 Owner owns and operates a Drinking Water System and related facilities (“Facilities”). The facility is classified as a class Very Small Drinking Water System facility by the Idaho Department of Environmental Quality. The Owner is responsible for daily and routine operation and maintenance of the facilities.

1.2 IRWA Support provides operations services and is qualified and possesses sufficient skills and the capabilities, including technical and professional expertise and licensure commensurate with the class facility, where required, to perform the services and/or tasks set forth in this Agreement.

1.3 Owner desires to engage IRWA Support to provide operations services as set forth in this Agreement, and IRWA Support desires to provide such services for the consideration in this Agreement.

2.0 **AGREEMENT:** Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree:

2.1 Scope of Services: IRWA Support shall perform such services and accomplish such tasks, including furnishing of all materials and equipment necessary for full performance, as designated as “SERVICE PROVIDER” responsibilities throughout this Agreement and as detailed in Exhibit “A” attached hereto and incorporated herein (the “Project”). The Project description may include a brief, but sufficiently detailed explanation of the tasks and goals for the Project. Such description may describe:

- 2.1.1 The Project name or Task Order title
- 2.1.2 IRWA Support technical approach to the task
- 2.1.3 Licensure requirements per IDAPA and DEQ system classification requirements
- 2.1.4 Specific deliverables
- 2.1.5 Schedule of milestones with deliverables
- 2.1.6 Project completion date (subject to section 2.4)
- 2.1.7 Rate and Fee Schedule (standard and project specific fees)

2.1.8 Perform any and all actions that IRWA Support deems necessary to protect public health in any situation as determined by IRWA Support to be an emergency (“Emergency”).

2.1.9 Ensure Owner complies with IDAPA 58.01.08 Idaho Rules for Public Drinking Water Systems. If non-compliance occurs or permitting limitations, advise Owner of corrective action necessary to remedy non-compliance or permit limitations.

2.2 Owner Obligations. Owner shall be responsible to do or provide:

2.2.1 Payment of all “Facility Expenditures,” defined herein as expenditures for:

2.2.1.1 Facility equipment and/or other items required for the routine operation, maintenance, and repair

2.2.1.2 Facility utility costs

2.2.1.3 Facility regulatory laboratory expenses.

2.2.2 Provide Owner employees or agents to perform daily and routine operational and maintenance duties and emergency response as required by federal and state law, licensing, and regulatory practice.

2.2.3 Payment for Services:

2.2.3.1 Types of Payment: The Owner shall pay IRWA Support the following compensation for the services under this Agreement:

2.2.3.1.1 Project Operations Fee: Project specific fees as described in Exhibit A will be paid to IRWA Support.

2.2.3.1.2 All system call outs (Emergency Response/System Alarms) will be billed separately at \$112.50 per hour.

2.2.3.1.3 Any services, excluding Emergency Response/System Alarms, provided by IRWA Support in excess of the services described in Exhibit A will be billed at a rate of \$75.00 per hour.

2.2.3.1.4 Subcontracted services and materials procured for performance of the services described in Exhibit A will be increased by five per cent (5%) to cover IRWA Support's general and administrative costs.

2.2.3.2 Direct Costs. Payment for IRWA Support's Direct Costs associated with services due to any Emergency or Additional Services means the actual cost incurred by IRWA Support to provide services, supplies, or equipment relevant to the Emergency or Additional Services, including without limitation expenditures for chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, equipment rental, quality assurance, mileage, office supplies, telephone, postage and training supplies

2.2.3.3 Time for Payment. Compensation and/or reimbursement to IRWA Support in accordance with the terms of this Agreement, including without limitation any compensation for Direct Costs, shall be invoiced monthly and payable within 30 days after receipt. Interest is payable on past due amounts as described in section 2.7.3.

2.2.3.4 Owner's Representation and Warranty Regarding Payment. Owner represents and warrants it shall timely and properly assess, collect, and set aside sufficient funds to make all payments as may be legally payable by it. If Owner questions any invoice from IRWA Support, Owner shall provide IRWA Support a written protest of any invoice, in whole or in part within twenty (20) days of its receipt. A protested invoice is not deemed due until the protested change has been reviewed between the parties.

2.3 Authorized Representative: Each party shall designate an authorized representative who shall be the principal point of contact between the parties for all matters related to the Facilities. A party may designate a new authorized representative by written notice to the other party. The initial authorized representatives for each party are:

2.3.1 Owner's initial authorized representative:

Name: Ryan Carruth
Title: Facilities Operations Director
Address: 134 Main St.
Priest River, ID 83856
Phone #: (208) 946-7909

2.3.2 IRWA Support authorized representative:

Name: Shelley Roberts
Title: Manager
Address: 6395 W. Gowen Rd.
Boise, ID 83709
Phone #: (208) 789-0117

2.4 Duration and Termination: This agreement shall continue for a twelve-month duration or until terminated by one of the parties. Either party may terminate this Agreement with a written 30-day notice. Contract will automatically renew at the end of each twelve-month term.

2.5 Indemnity, Liability and Insurance:

2.5.1 IRWA Support agrees to indemnify and hold Owner harmless from any liability, claims, or damages arising out of or connected with IRWA Support's performance of the work described in this Agreement, provided any such liability, claims or damages are not attributable the gross negligence or intentional misconduct of Owner, its employees or agents.

2.5.2 Owner shall indemnify, defend, and hold IRWA Support harmless from any liability or damages from any liability or damages for property damage or bodily injury, including death, which results from all causes of any kind other than the grossly negligent or intentional misconduct by IRWA Support, its employees or agents.

2.5.3 Insurance: Each party shall obtain and maintain insurance coverage of a type and in the amounts described on Exhibit B.

2.7 General Provisions:

2.7.1 Counterparts and Execution by Facsimile or Other Electronic Means: This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Copies of documents or signature pages bearing original signatures, and executed documents or signature pages delivered by a party by telefax, facsimile, or e-mail transmission of an Adobe® file format document (also known as a PDF file) shall, in each such instance, be deemed , and shall constitute and be treated as, an original signed document or counterpart. Any party delivering an executed counterpart of this Agreement by telefax,

facsimile, or e-mail transmission of an Adobe® file format document also shall deliver an original executed counterpart of this Agreement, but failing to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

2.7.2 Notices: All notices required under this Agreement shall be in writing (except where oral notice is authorized in this Agreement), shall be delivered by facsimile, regular U.S. Mail, or by overnight delivery, and shall be deemed properly given upon receipt by the addressed recipient. All Notices shall be addressed:

IF TO IRWA Support Services, LLC:

Attn: Shelley Roberts
6395 W. Gowen Rd.
Boise, Idaho 83709

IF TO OWNER:

Attn: Ryan Carruth
134 Main St.
Priest River, ID 83856

2.7.3 Interest on Past Due Payments: Interest on any past due payments shall accrue at 5% APR and compound monthly. Interest is payable on demand.

2.7.4 Assignment: Neither party shall assign this Agreement or delegate its performance without the prior written consent of the other and any assignment without that consent shall be void and of no effect.

2.7.5 Further Acts: Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required to carry out the intent and purposes of this Agreement.

2.7.6 Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) will have no authority to award punitive damages or other damages not measured by the

prevailing party's actual damages, except as may be required by statute. The prevailing party shall be entitled to an award of attorney fees.

2.7.7 Entire Agreement: This Agreement, and the schedules and exhibits hereto, contain the entire understanding and agreement of the parties hereto relating to the matter, and all prior agreements relative hereto which are not contained are terminated.

2.7.8 Force Majeure: if a party is prevented, delayed, or stopped from performing any act, undertaking, or obligation by an "event of force majeure," including excessive adverse weather, strikes, lockouts, labor disputes, failure of power, acts of public enemies of this state or the United States of America, riots, insurrection, war, civil commotion, inability to obtain labor or materials, and/or any other cause (except financial) beyond the reasonable control of the party whose performance is so prevented, delayed, or stopped, then the time for that party's performance shall be extended one (1) day for each day's prevention, delay, or stoppage by reason of such event of force majeure.

2.7.9 Independent Contractor: the relationship of IRWA Support to Owner is that of an independent services contractor, and there shall be no partnership or employment relationship created between the parties. IRWA Support shall be responsible to pay any and all local, state or federal taxes due and owing for accepting compensation for the services paid by the Owner described and IRWA Support shall maintain its own Workers Compensation insurance as required by law.

2.7.10 Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall in no way be affected, impaired, or invalidated.

2.7.11 Exhibits and Recitals Incorporated: Each of the Recitals set forth and each exhibit attached hereto are incorporated into the Agreement.

2.7.12 Controlling Law: This contract shall be governed by the law of Idaho with venue in Ada County, Idaho.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first set forth above.

IRWA Support (IRWA Support Service, LLC):

Shelley Roberts
Manager

Owner Acceptance

EXHIBITS:

Exhibit A Scope of Services
Exhibit B Insurance

EXHIBIT A

SCOPE OF SERVICES

(Include a brief, but sufficiently detailed explanation of the tasks and goals for the project. Details may include the project name, technical approach to the task, responsible charge or substitute responsible charge designation, specific deliverables, schedule with milestones, rate and fee schedule detailing standard and project specific fees, contract period and due date of work.)

Dion Holton of IRWA Support Services, LLC will serve as Responsible Charge (“RC”) Operator for Owner’s Very Small Drinking Water Distribution (VSDWS) facility.

Dion Holton
(208) 651-6397
dholt@idahoruralwater.com
License # DWD4-20013

Dion will serve as RC Operator for licensure purposes at a rate of \$200 monthly. Any services outside licensure will be performed by an IRWA Support Services, LLC employee at the hourly rate(s) specified in section 2.2.3.1 of this contract. Any travel expenses incurred by IRWA Support Services, LLC employees will be reimbursed by Owner at IRWA Support’s cost. Travel costs may include, but are not limited to, mileage (IRS rate of which is currently \$.655 per mile), lodging (as needed), per diem (\$59 daily if overnight stay). Trips will be combined with other IRWA Support projects as much as possible to minimize travel expenses to Owner. Travel will be limited to one time per quarter unless requested more frequently by Owner.

IRWA Support Services, LLC employee will perform services necessary to comply with IDAPA and will perform a physical inspection of the Facilities no less than quarterly. Hours spent traveling to the Facilities will be billed at \$50.00 hourly. Time on-site will be billed at the hourly rate(s) specified in section 2.2.3.1 of this contract. RC Operator is available for questions via email or phone at any time. Hours spent communicating by phone, email or other means in excess of one hour monthly will be billed at the hourly rate(s) specified in section 2.2.3.1 of this contract. Any hours deemed necessary to remain in compliance with IDAPA in excess of eight (8) hours monthly will be pre-approved in writing by Owner personnel.

Performance of this contract will include IRWA Support’s responsibility to pull routine samples required by DEQ including the quarterly total coliform sample, the annual nitrate sample, and periodic samples like lead copper. Samples will be pulled and delivered to the laboratory as required to remain in compliance. Laboratory sample bottles and fees will be paid by the Owner.

Contract will commence October 1, 2023.

Revisions in scope may be updated with a contract addendum.

EXHIBIT B
INSURANCE

IRWA attachment includes General Liability and Worker's Compensation policies.
Please attach copy of Owner's coverage for General Liability and Errors and Omissions.