

FREDERICK-WINCHESTER SERVICE AUTHORITY OPERATIONS AGREEMENT

THIS AGREEMENT, made as of the 28TH day of JULY, 1987, by and between the Frederick-Winchester Service Authority, a public body politic and corporate organized and existing under the provisions of the Virginia Water and Sewer Authorities Act, Section 15.1-1239, et seq., Code of Virginia, 1950, as amended (FREDERICK-WINCHESTER) and the CITY OF WINCHESTER VIRGINIA, a municipal corporation (THE CITY) provides that:

WHEREAS, Frederick-Winchester owns the Opequon Regional Water Reclamation Facility (ORWRF) which will provide wastewater treatment for all of the City and certain outlying areas in the County of Frederick; and

WHEREAS, Section 4.4 of the service agreement dated September 12, 1983, provides that the City shall operate and maintain the ORWRF in an efficient and economical manner; and

WHEREAS, the City has the structural organization, technical expertise, and administrative support staff necessary to provide for the proper operation, repair, replacement, and renewal necessary to maintain treatment facility operation consistent with good business and operating practices for comparable facilities in accord with applicable standards of Federal and State regulatory bodies;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE I

Operation

SECTION 1.1. The City will hire the employees in accordance with the City's "Classification and Compensation Plan"; said employees shall be subject to the rules and regulations established by the City's "Personnel Management System", and "Cost-Allocation Plan".

SECTION 1.2. The City shall requisition, purchase, and pay for all supplies, services, materials and equipment needed to operate and maintain the facility in an efficient and economical manner. All purchases of supplies, chemicals, laboratory supplies, and associated items shall be made on a competitive basis. All such purchases shall be in accord with the City's "Purchasing Procedures", and purchase award decisions will be made by the City. Where, from time to time, in-house support is not sufficient to provide service to various equipment, the City shall secure the services of one or more qualified contractors to provide the necessary repair or installation services. Said contractual services will be based upon competitive procurement, in accordance with the City's procurement regulations. Where possible, preference will be given to local contractors to provide any contractual services.

SECTION 1.3. The City will purchase and maintain the appropriate insurance required to protect the treatment facility.

ARTICLE II

Payment for Services Outlined

SECTION 2.1. Frederick-Winchester shall pay the City for the services hereinbefore described. Said costs shall be billed on the basis of actual cost to the City as established in ARTICLE I.

SECTION 2.2. The City shall issue statements to Frederick-Winchester on a monthly basis, said statement detail to include salary costs; fringe benefit costs; actual expenditures made for materials, supplies, equipment, and services; and insurance premiums paid. Frederick-Winchester shall make payment to the City upon receipt of the statement.

ARTICLE III

Term of Agreement

SECTION 3.1. This agreement shall be in full force upon execution and shall remain in full force until terminated by either party upon (1) year's written notice; however, until all bonds associated with ORWRF are retired or provisions made for their payment, this agreement can only be amended or terminated by the concurrent approval of the parties.

ARTICLE IV

Miscellaneous

SECTION 4.1. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

SECTION 4.2. SEVERABILITY. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

SECTION 4.3. COUNTERPARTS. This agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, their sealed to affixed, and attested by their duly authorized officers, all as of the date first above written.

FREDERICK-WINCHESTER SERVICE
AUTHORITY

BY C. Robert Solenberger
C. ROBERT SOLENBERGER
Chairman

ATTEST:

John G. Whitacre
JOHN G. WHITACRE
Secretary

CITY OF WINCHESTER

BY Edwin C. Daley
EDWIN C. DALEY
City Manager

ATTEST:

Patricia B. Ashby
PATRICIA B. ASHBY
Clerk of Council

WITNESSED AND SEALED
this 14th day of July 1987.
Edwin C. Daley
CITY CLERK