



CITY OF LYONS

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CONTRACT OPERATOR AGREEMENT

This agreement is made and entered into this ____ day of _____, 2020, by and between the City of Lyons, Kansas (hereinafter referred to as “City”) and Matt Meeks, in his individual capacity (hereinafter referred to as “Meeks”):

Witnesseth:

WHEREAS, the City of Lyons, Kansas owns and operates a municipal water system; and

WHEREAS, State of Kansas, Department of Health and Environment (KDHE) regulations require that the City have a Class III Operator to operate said municipal water system; and

WHEREAS, Matt Meeks is qualified as a Class III Operator; and

WHEREAS, KDHE has approved Meeks to serve as the Contract Operator for the City’s municipal water system; and

WHEREAS, the City and Meeks desire to enter into this agreement by which Meeks will serve as the Contract Operator of the City’s municipal water system.

NOW, THEREFORE, the parties agree as follows:

1. The City agrees to pay Meeks \$500.00 per month for up to 6.5 hours of work, with any additional time paid at the rate of \$75.00 hour.
2. Meeks agrees to be on site no fewer than once every two weeks.
3. Meeks shall be included in all planning and construction projects related to the City of Lyons municipal water system.
4. Meeks will be physically present during all inspections of the City of Lyons municipal water system.
5. In providing the services as Contract Operator it is expressly agreed that Meeks is acting as an independent contractor and not an employee of the City. Meeks and the City acknowledge that this agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The City is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment

compensation, workers' compensation insurance premium, pension or any other employee benefit for Meeks during the term of this agreement.

6. Each party agrees to indemnify and hold harmless the other Party and its respective officers, agents, employees, successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective officers, agents, employees, successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
7. The period of this agreement shall be for a period of one year from the date of the execution of this agreement, and shall renew automatically for additional one-year terms unless either party notifies the other party of their intent in writing not to renew the agreement no less than thirty days prior to the expiration date of then current term of the agreement.
8. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the above-mentioned date.

For the City of Lyons:

Contract Operator:

Chad Buckley, City Administrator
City of Lyons, Kansas

Matt Meeks