



RIVERBEND RESOLUTION NO. 20171024-01

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN
INTERLOCAL AGREEMENT/CONTRACT WITH THE CITY OF HOOKS,
TEXAS FOR WASTEWATER SERVICES**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the City of Hooks, Texas formed in 1941 is a General Law "A" Municipality as recognized by Texas Local Government Code Title 2 "Organization of Municipal Government" Chapter 5 "Types of Municipalities in General," Subtitle A "Types of Municipalities," Section 5.001 "Type A General Law Municipality" and having full power of local self-government;" and

WHEREAS, the City of Hooks, Texas has a need for certain wastewater services to support its wastewater treatment facility; and

WHEREAS, Riverbend Water Resources District provides certain needed services and is fully qualified and certified to perform these services; and

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to enter into an interlocal agreement/contract to provide certain wastewater services to the City of Hooks, Texas on terms substantially the same as attached hereto and further reviewed by general counsel, and the Executive Director/CEO shall be and hereby authorized to renew this contract on a monthly basis in the future.

PASSED and APPROVED this 24th day of October 2017



Marshall Wood, President



ATTEST:

A handwritten signature in blue ink, appearing to read "Sean Rommel, Secy", is written over a horizontal line.

Sean Rommel, Secretary

Attached: Hooks, Texas Wastewater Services Contract

RIVERBEND WATER RESOURCES DISTRICT

SERVICES CONTRACT

Riverbend Water Resources District
228 A Texas Avenue
New Boston, Texas 75570

This Services Contract, hereinafter ("Agreement"), is entered into between Riverbend Water Resources District, a conservation and reclamation district created pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and by virtue of its enabling legislation and the laws of the State of Texas, hereinafter ("Riverbend"), and City of Hooks, Texas, a General Law "A" Municipality of the State of Texas, hereinafter ("Hooks"). The parties hereto are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code.

1. PURPOSE

This Agreement provides for the Sampling and Testing of wastewater samples, ("Services"). In consideration for the Pricing set forth herein below, Riverbend will secure Sampling in accordance with the terms and conditions of this Agreement and submit such Sampling to an independent third-party for Testing. Unless express provision is made to the contrary, this Agreement shall not include Riverbend performing any treatment or repairs at the Facility.

2. SAMPLING

Sampling as provided in this Agreement ("Sampling"), shall include the following services to be provided by Riverbend: TPDES Permit No. requirements and Texas Commission on Environmental Quality ("TCEQ") Discharge Monitoring Report ("DMR") reporting, to include testing for Ammonia, BOD, TSS, and E. Coli.

3. FREQUENCY

Riverbend will provide Sampling once a week for each month during the term of this Agreement and any extensions thereto.

4. TESTING

Testing and analytical services as provided in this Agreement, ("Testing"), shall be performed by an independent laboratory certified and/or approved by the Texas Commission on Environmental Quality ("TCEQ"), to which Riverbend shall submit the Sampling for Testing

5. LOCATION / FACILITY

This Agreement shall provide for Sampling and Testing at the following facility, facilities, location or locations, hereinafter ("Facility"): Hooks Wastewater Treatment Plant located at the following physical address:

6. PRICING

Contract pricing is \$1,015.00 per month for the Services provided under this Agreement to be paid by Hooks. This Agreement is for a term of one (1) calendar month and will automatically renew thereafter on a month-to-month basis on the first day of the following month (i) for a period not to exceed twelve (12) months; or (ii) until the Agreement is terminated by one of the parties hereto as further set forth herein below.

7. **TERMS AND CONDITIONS**

A. SAMPLING / TESTING

Riverbend will provide the Services set forth herein above pursuant to the terms of this Agreement. Provided automatic Composite Sampling is in use by Hooks, Riverbend will collect Sampling from the Hooks Facility on a weekly basis. Sampling will be sent to a certified and/or TCEQ-approved testing laboratory, ("Testing Facility"), for lab services. Upon receipt of the Testing results from the Testing Facility, Riverbend will complete a Discharge Monitoring Report ("DMR") and submit same to TCEQ. Riverbend will provide Hooks with a copy of the Testing results of the Sampling. If Testing results are out of TCEQ-recommended and/or approved ranges and limits, Riverbend will consult with Hooks on additional services needed in order to bring Hooks' Sampling back into compliance with applicable standards.

B. STANDARD OF SERVICE / STANDARD OF CONDUCT

Riverbend shall be responsible for its compliance with all applicable laws, ordinances, rules, and regulations which pertain to the Sampling to be performed under this Agreement. Further, Riverbend shall ensure that all Sampling performed under this Agreement is conducted in a professional manner.

Hooks shall be responsible for its compliance with all applicable laws, ordinances, rules, and regulations which pertain to the quality and treatment of its wastewater.

C. PAYMENT / PAYMENT SCHEDULE

In consideration for the Services provided by Riverbend, Hooks agrees to timely remit payment from its available current revenues to the offices of Riverbend located at 228 Texas Avenue, Suite A, New Boston, Texas 75570. All payments are due within fifteen (15) days of the date of the billing statement from Riverbend to Hooks for the Services provided. Any unpaid balances due under the terms of this Agreement shall accrue interest at a rate of five percent (5%) per annum.

D. DELAYS

Hooks acknowledges that Sampling obtained by Riverbend shall be submitted to an outside Testing Facility for Testing. Further, that once Sampling is submitted for Testing, unexpected delays may be encountered relative to the Testing over which Riverbend has no control. While Riverbend agrees to notify Hooks if progress under this Agreement is delayed in any significant manner, Hooks agrees that Riverbend will not be held responsible for any such delays caused or created by the Testing Facility, the Testing of the Sampling, or Hooks' receipt of the results of the Testing of the Sampling; and Hooks will make payment to Riverbend for Services rendered pursuant to the terms of this Agreement as said payments become due regardless of any such delays encountered.

E. TESTING RESULTS / HOLD HARMLESS – RELEASE

Hooks will hold Riverbend harmless for any errors in the Testing or any inaccuracies in the results of the Testing perform by the Testing Facility. Moreover, Hooks will release Riverbend from any liability or damages that Hooks may incur due to any such errors or inaccuracies in the Testing.

F. TERMINATION

Hooks may terminate this Agreement at any time by providing written notice to Riverbend as provided herein. Such notice must be signed by an official of Hooks with actual authority to issue such a contract termination. In such event Riverbend will immediately comply with the termination

directive and take all reasonable steps to minimize the incurrence of costs following its receipt of the notice of termination. Hooks shall nonetheless remain liable to Riverbend for any Services performed prior to Riverbend's receipt of any such written notification of termination.

Riverbend may terminate this Agreement at any time and for any reason by providing written notice to Hooks as provided herein, or by refusing in writing to perform additional Services under this Agreement. In such event, Hooks shall have no further obligations under this Agreement aside and apart from the payment for Services previously provided and this Agreement shall terminate.

G. DISPUTE PREVENTION / DISPUTE RESOLUTION

Each party is committed to a dispute prevention atmosphere during the performance of this Agreement and each party recognizes that cooperation, rather than confrontation, is an effective and efficient way to accomplish the Purpose of this Agreement. In furtherance of that goal, the parties agree to take steps to establish a cooperative process for evaluating progress and solving problems. The parties recognize that the development of a cooperative and structured team process for dealing with unexpected problems is a useful mechanism for establishing open communication and dispute prevention. The parties agree that the settlement of a dispute through a negotiated settlement or through alternate dispute resolution (ADR) methods to avoid litigation will increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. The parties further agree that when both parties recognize the existence of an issue in controversy, they will work together in a good faith effort to resolve any such controversy by submitting the dispute to mediation prior to resorting to litigation. The cost of mediation will be jointly shared by the parties and mediation shall occur in Texarkana, Texas, by and through a mediator agreed upon between the parties.

H. LIMITATION ON DAMAGES / WAIVER OF DAMAGES

Hooks agrees and acknowledges that the extent of its damages under this Agreement for any acts, omissions or errors relative to the Services provided by Riverbend shall be limited to the monthly contract pricing paid for any such specific Service, and Hooks expressly waives any right to any additional or further damages associated with, relating to, or resulting from the Services provided by Riverbend and the execution of this Agreement to include, but not limited to, any actual damages, loss of use, interruption of business, lost profits, attorney's fees and/or costs.

I. OPTION FOR ADDITIONAL SERVICES

Hooks may have a desire for Riverbend to provide other or additional services during the course of this Agreement. Upon notification by Hooks and agreement of Riverbend that additional services may be added to the Services performed under this Agreement, a written modification to the Agreement will be prepared to identify any such additional services to be performed by Riverbend. Additional services may be performed at the rates set forth on the attached Appendix I. However, these rates are subject to change at Riverbend's sole discretion.

J. MISCELLANEOUS PROVISIONS

- (1) Waiver: Failure of either party hereto to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of future performance of any such term, covenant, or condition, and the obligation of the party in default, with respect to future performance, shall continue in full force and effect.
- (2) Assignment: This Agreement shall be for the sole and exclusive benefit of Riverbend and Hooks and is not intended to confer any benefit or right upon any other party or parties.

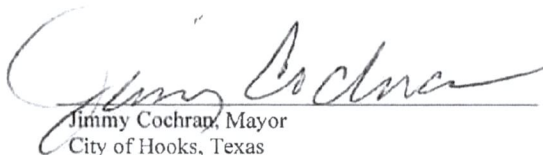
This Agreement shall not be assigned by either party, without the prior written consent of the other party.

- (3) Authority: The individuals executing this Agreement on behalf of Riverbend and Hooks are duly authorized by their respective governing bodies to enter into this Agreement and are acting on behalf of said governing bodies in signing this document.
- (4) Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all matters pertaining to the interpretation of this Agreement, the enforcement of this Agreement, or all such other and further actions relative to this Agreement whatsoever kind or character shall lie in Bowie County, Texas.
- (5) No Special Relationship: Riverbend and Hooks' relationship is an ordinary commercial relationship and the parties do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
- (6) Enforceability / Severability: If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require; and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.
- (7) Entire Agreement / Modification: This Agreement constitutes the entire understanding and agreement between Riverbend and Hooks regarding the subject matter set forth herein and it supersedes all prior negotiations and agreements, whether oral or written, between said parties with respect to its subject matter. This Agreement may not be modified except by a subsequent written agreement signed by both parties.
- (8) Notices: Any notice required to be given under the terms of this Agreement shall be given by hand delivery or certified mail to the individuals executing this Agreement on behalf of their respective governing bodies or their designees at the addresses provided in this Agreement, or at any subsequent address provided pursuant to this Notices provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date indicated herein below by Riverbend.

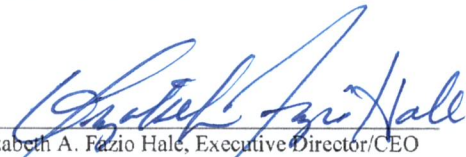
City of Hooks, Texas:

Riverbend Water Resources District:



Jimmy Cochran, Mayor
City of Hooks, Texas
603 E. Avenue A
Hooks, Texas 75561
903/547-2261

Date: 10-17-17



Elizabeth A. Fazio Hale, Executive Director/CEO
Riverbend Water Resources District
228 Texas Avenue, Suite A
New Boston, Texas 75570
903/831-0091

Date: 10-24-2017

RIVERBEND WATER RESOURCES DISTRICT

APPENDIX 1

Riverbend Water Resources District
 228 A Texas Avenue
 New Boston, Texas 75570

				Weekly	Monthly
Composite Sampler Rental				\$50	\$200.00
Mileage @\$\$.52/mile	0.535	25	mile	\$13.38	\$53.50
Labor @\$50.45/hour	50.45	1.75	hours	\$88.29	\$353.15
Lab Services @\$75/week	\$75.00	1	services	\$75.00	\$300.00
Additional Lab Services Per Day				At Cost	At Cost
Additional Chemicals/Treatment				At Cost	At Cost
Additional Parts				At Cost	At Cost
Additional Equipment				At Cost	At Cost
Administrative Cost	0.12			\$27.20	\$108.80
- Member Entity Discounted Rate @12%					
Subtotal				\$253.86	\$1,015.45
Total Monthly Services					\$1015.00