



**RIVERBEND RESOLUTION NO. 20180124-03**

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN  
INTERLOCAL AGREEMENT/CONTRACT WITH THE CITY OF MAUD, TEXAS FOR  
CERTAIN WATER AND 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 Maud, Texas formed in 1941 is a General Law Municipality operating under a aldermanic form of government consisting of a Mayor and five alderman in accordance with applicable state statutes, serving a current population of 1,056 residents based on the most recent 2010 Census; and

**WHEREAS**, the City of Maud, Texas has a need for certain water and wastewater services to support its water distribution system and 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 water and wastewater services to the City of Maud, 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 January, 2018**

A handwritten signature in black ink that reads "Marshall Wood".

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Marshall Wood, President



ATTEST:

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

Sean Rommel, Secretary

Attached: Maud, 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 Maud, Texas, a General Law “A” Municipality of the State of Texas, hereinafter (“Maud”). 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 maintenance and repair of water and wastewater infrastructure, hereinafter (“Services”). In consideration for the Pricing set forth herein below, Riverbend will secure the maintenance and repair in accordance with the terms and conditions of this Agreement. Unless express provision is made to the contrary for any such additional services, this Agreement shall not include Riverbend performing any treatment or sampling at Maud’s Facilities.

## 2. MAINTENANCE AND REPAIR

Services to be provided by Riverbend as set forth in this Agreement, shall include the following:

- Receive calls on broken, collapsed and/or leaking water or wastewater lines; broken or malfunctioning water or wastewater equipment; and/or “jetting” or cleaning of water or wastewater lines;
- Assess and develop a work order for necessary maintenance and repair including an explanation of the recommended solution(s), the type of equipment and tools needed, the number of laborers, and approximate time of completion for addressing the problem(s);
- Identify and execute all “locates” by calling into the appropriate utility providers including gas, electric, and communication lines (phone and internet);
- Provide necessary tools, equipment, and parts (when and where applicable Riverbend will endeavor to use all Maud equipment, tools, and parts first); and
- Perform the necessary maintenance and repairs as detailed in the Work Order.

## 3. FREQUENCY

Riverbend will provide Services on an “as needed” basis with forty-eight (48) hours’ advanced written notice required for any such requested Services.<sup>1</sup>

## 4. LOCATION / FACILITY

This Agreement shall provide for Services within the Maud, Texas, city limits and applicable extraterritorial jurisdiction, so long as any Services are rendered solely within Maud’s Certificate of Convenience and Necessity (CCN) for water and/or wastewater CCN as issued by the State of Texas.

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<sup>1</sup> In some cases, Riverbend may be able to provide the Services requested within forty-eight (48) hours of request. The time required to perform the requested Services is highly dependent upon the time required for “locates” to be established which, in most cases, is within forty-eight (48) hours. Even in circumstances involving an emergency, at least twenty-four (24) hours may be required to accomplish the “locate.” As such, Riverbend can provide no guarantee as to the ultimate time required to accomplish the “locate” and complete the requested Services.

**5. PRICING**

Contract pricing is in accordance with Riverbend's "Standard Fee Sheet" attached to this Agreement. 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 until the Agreement is terminated by one of the parties hereto as further set forth herein below.

**6. TERMS AND CONDITIONS**

**A. SERVICES**

Riverbend will provide the Services pursuant to the terms of this Agreement. The scope of this Agreement only extends to maintenance and repair Services with the option for Additional Services as mutually agreed upon as further set forth herein under Section 6(I).

**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 Services performed under this Agreement. Further, Riverbend shall ensure that all Services performed under this Agreement are conducted in a professional manner.

Maud 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, Maud agrees to timely remit payment from its available current revenues to the offices of Riverbend located at 228 A Texas Avenue, New Boston, Texas 75570. All payments are due within fifteen (15) days of the date of the billing statement from Riverbend to Maud 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**

Maud acknowledges that unexpected delays can occur during the maintenance and repair of water and wastewater systems. Such delays can result from untimely "locates," equipment failure, worsening of infrastructure, weather, street re-routing, parts availability, and other such factors outside Riverbend's exclusive control.

While Riverbend agrees to notify Maud immediately if progress under this Agreement is delayed in any significant manner, Maud agrees that Riverbend will not be held responsible for any such delays and Maud 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. HOLD HARMLESS & RELEASE / LIMITATION ON LIABILITY / NO WARRANTY**

Maud will hold Riverbend harmless for any errors or omissions in the performance of the Services provided under this Agreement. Moreover, Maud will release Riverbend from any liability or damages that Maud may incur due to any such errors or omissions other than as expressly provided herein.

Maud will hold Riverbend harmless for any errors or omissions in any Testing performed as Additional Services or any inaccuracies in the results of the Testing performed by TCEQ. Moreover, Maud will release Riverbend from any liability or damages that Maud may incur due to any such errors or inaccuracies in any such Testing other than as expressly provided herein.

MAUD ACKNOWLEDGES THAT RIVERBEND PROVIDES NO EXPRESS OR IMPLIED WARRANTIES TO INCLUDE THE WARRANTY OF SERVICES, WARRANTY OF FITNESS FOR A PARTICULAR USE AND WARRANTY OF GOOD AND WORKMANLIKE SERVICES AS TO ANY MAINTENANCE OR REPAIRS PROVIDED BY RIVERBEND UNDER THIS AGREEMENT AS WELL AS TO ANY PARTS SUPPLIED BY RIVERBEND IN THE PERFORMANCE OF MAINTENANCE OR REPAIRS AT MAUD'S FACILITIES.

**F. TERMINATION**

Maud 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 Maud 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. Maud 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 Maud as provided herein or by refusing in writing to perform additional Services under this Agreement. In such event, Maud 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 any such 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**

Maud 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 contract pricing actually paid for any such specific Service; and Maud 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**

Maud may desire for Riverbend to provide additional services to include, but not limited to, Sampling and Testing during the course of this Agreement. Upon written notification by Maud and written agreement of Riverbend that additional services may be added to the Services performed under this Agreement, Riverbend will perform any such additional

services subject to the terms and conditions outlined herein which shall be incorporated by reference into any such agreement, ("Additional Services.") The Additional Services may be performed at the rates set forth on the attached Appendix 1; however, these rates are subject to change at Riverbend's sole discretion.

- (1) **Sampling/Sample** – Additional Services for Sampling shall include random sampling of water and/or wastewater to address any water service interruption following Riverbend's maintenance and repair Services. Any Sampling obtained by Riverbend shall be submitted to an outside facility, namely TCEQ, for Testing. Any such Sampling shall not include continuous sampling necessary to meet state permit requirements and/or reporting.
- (2) **Testing** – Additional Services for Testing on any Sampling taken by Riverbend shall be performed by an independent laboratory operated by and/or affiliated with the Texas Commission on Environmental Quality ("TCEQ"), to which Riverbend shall submit the Sample for Testing. Once Sampling is submitted for Testing, unexpected delays may be encountered relative to the Testing over which Riverbend has no control.

#### **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 Maud 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 Maud 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 Maud's 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 Maud 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 Maud, Texas

Riverbend Water Resources District.



Mickey Williams, President Pro-Tempore  
City of Maud, Texas  
P.O. Box 100  
Maud, Texas 75567  
(903) 585-2294

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

Date: 01-17-16

Date: \_\_\_\_\_

Maud, Texas - January 2018

		Weekly	Monthly
<b>Equipment Rental - At cost, or by example:</b>			
Backhoe	\$300/day	day	\$0.00
Trackhoe	\$75/hr	hours	\$0.00
Vacuum Excavator	\$140/hr	hours	\$0.00
Mileage @\$ .545/mile	0.545	mile	\$0.00
Labor @\$50.45/hour	50.45	hours	\$0.00
Additional Lab Services Per Day			At Cost
Additional Chemicals/Treatment			At Cost
Additional Parts			At Cost
Additional Equipment			At Cost
Administrative Cost	0.12		\$0.00
- Member Entity Discounted Rate @12%			
Subtotal			
Total Monthly Services			