



RIVERBEND RESOLUTION NO. 20200923-05

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A SERVICES CONTRACT WITH THE CITY OF MAUD, TEXAS FOR CERTAIN 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 an 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 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 a services contract to provide certain 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 23rd day of September 2020



Sonja Hubbard, President

ATTEST:



Marshall Wood, Secretary

Attached: Services Contract-City of Maud

RIVERBEND WATER RESOURCES DISTRICT WASTEWATER 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

The purpose of this Agreement is for temporary wastewater services, (“Services”), to be provided for Maud by Riverbend pursuant to the terms and conditions set forth herein.

2. WASTEWATER SERVICES

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

- Performing process control at Maud’s wastewater plant, (“Plant”);
- Recording daily effluent meter readings at the Plant Monday through Friday of each week;
- Completing and signing monthly DMR electronically by the 20th of each month;
- Completing other reports required by the wastewater permit for the City as needed and as requested by Maud; and
- Responding to any emergencies at the Plant upon notification and request by Maud.

3. DURATION

This Agreement shall terminate on the 30th day of November 2020 unless both parties agree in a written document to extend the agreement thereafter on a month-to-month basis. The agreement may be terminated by either party at any time, however, Riverbend reserves the right to receive compensation for any services performed or expenses incurred prior to the termination of the agreement.

4. PRICING

Labor under this agreement is based upon services provided at the hourly rate of \$38.77, mileage at \$0.575 per mile, actual cost of any goods or supplies provided, and an administrative fee of twelve percent (12%) of all services provided and fees/expenses/costs incurred. The rates set forth herein are subject to change for any extensions to this Agreement.

5. TERMS AND CONDITIONS

A. 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.

B. DELAYS

Maud acknowledges that delays may occur due to Riverbend’s operations at its facility and/or factors outside Riverbend’s 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.

C. 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 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 SERVICES PROVIDED BY RIVERBEND UNDER THIS AGREEMENT AS WELL AS TO ANY PARTS SUPPLIED BY RIVERBEND IN THE PERFORMANCE OF SERVICES AT MAUD'S FACILITIES.

D. LIMITATION ON DAMAGES / WAIVER OF DAMAGES

Maud agrees and acknowledges 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.

E. INSURANCE COVERAGE

During the term of this Agreement and any extensions thereto Maud shall list Riverbend as an additional insured on its premises liability policies of insurance; and shall provide proof of coverage to Riverbend upon request.

F. 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 excided 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 Water Resources District.

City of Maud, Texas

Riverbend Water Resources District.

Jimmy Clary, Mayor
City of Maud, Texas
P.O. Box 100
Maud, Texas 75567
(903) 585-2294

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

Date: _____

Date: _____

Effective Date: _____

(Initials: Maud_____ & RWRD_____)