



RIVERBEND RESOLUTION NO. 20210428-07

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A SERVICES
CONTRACT WITH THE CENTRAL BOWIE COUNTY WATER SUPPLY
CORPORATION FOR CERTAIN WATER 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

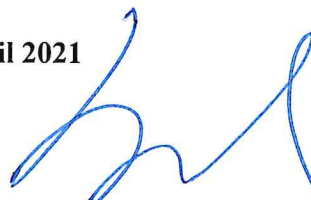
WHEREAS, Central Bowie County Water Supply Corporation, hereinafter "CBCWSC", is a not-for-profit water supply corporation duly incorporated under the laws of this state and operating under Chapter 67 of the Texas Water Code; and

WHEREAS, CBCWSC has a need for certain water services to support its water 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 water services to the CBCWSC 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 28th day of April 2021



Sonja Hubbard, President

ATTEST:



Marshall Wood, Secretary

Attached: Services Contract-Central Bowie County Water Supply Corporation



RIVERBEND WATER RESOURCES DISTRICT WATER 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 Central Bowie County WSC, a water supply corporation duly organized under the Texas Water Code, hereinafter ("Central Bowie County WSC"). 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 water services, ("Services"), to be provided for Central Bowie County WSC by Riverbend pursuant to the terms and conditions set forth herein.

2. WATER SERVICES

Services to be provided by Riverbend as set forth in this Agreement shall include the following but not limited to:

- Analyze Chlorine Residuals within distribution system.
- Take daily/monthly/weekly samples as needed per the requirements specified by TCEQ.
- Fill out any paperwork as needed with regards to leak repairs, chlorine residual sampling and as assigned.
- Respond to any emergencies upon notification from CBCWSC.
- Flush all dead-end mains and maintain a minimum of 0.5 mg/L chloramine residual within the water distribution system when requested by CBCWSC.
- Record daily meter readings of purchased water at entry points within the system when requested by CBCWSC.

3. DURATION

This Agreement shall be 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 \$30.36, 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, Central Bowie County WSC 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 Central Bowie County WSC 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

Central Bowie County WSC 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 Central Bowie County WSC immediately if progress under this Agreement is delayed in any significant manner, Central Bowie County WSC agrees that Riverbend will not be held responsible for any such delays and Central Bowie County WSC 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

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

CENTRAL BOWIE COUNTY WSC 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 CENTRAL BOWIE COUNTY WSC'S FACILITIES.

D. LIMITATION ON DAMAGES / WAIVER OF DAMAGES

Central Bowie County WSC 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 Central Bowie County WSC 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 Central Bowie County WSC shall list Riverbend as an additional insured on its premises liability policies of insurance; and shall provide proof of coverage to Riverbend upon request.

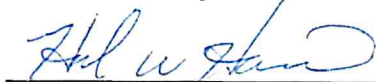
F. MISCELLANEOUS PROVISIONS

- (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 Central Bowie County WSC 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 Central Bowie County WSC 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 Central Bowie County WSC'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 Central Bowie County WSC 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.

Central Bowie County WSC



Hal Harris, General Manager
Central Bowie County WSC
2822 Hwy 82 West
New Boston, Texas 75570
(903) 628-5601

Date: 5/4/21

Riverbend Water Resources District.



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

Date: 4/29/21

RESOLUTION 05042021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL BOWIE COUNTY WATER SUPPLY CORPORATION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A SERVICES CONTRACT WITH THE RIVERBEND WATER RESOURCES DISTRICT FOR CERTAIN WATER 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, Central Bowie County Water Supply Corporation, hereinafter "CBCWSC", is a not-for-profit water supply corporation duly incorporated under the laws of this state and operating under Chapter 67 of the Texas Water Code; and

WHEREAS, CBCWSC has a need for certain water services to support its water treatment facility; and

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

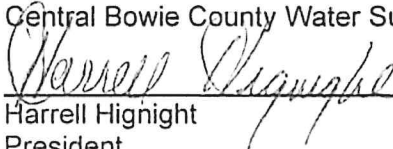
NOW, THEREFORE, BE IT RESOLVED that the General Manager shall be and is hereby authorized to enter into a services contract to provide certain water services to the CBCWSC on terms substantially the same as attached hereto and further reviewed by general counsel, and the General Manager shall be and hereby authorized to renew this contract on a monthly basis in the future.

This resolution shall take effect and be in force from and after the 5th day of May, 2021, being the date of its enactment.

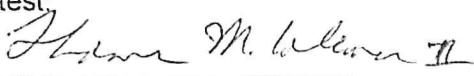
The vote was: Yeas 7 Nays 0 Abstained 0

Central Bowie County Water Supply Corporation

(SEAL)


Harrell Hight
President

Attest:


Thomas Coleman, II
Secretary-Treasurer