

CONTRACT

This **Contract** is made and entered into this ____ day of _____, 2019, by and between **Rural Water, Sewer, Gas and Solid Waste Management District No. 4**, Wagoner County (hereinafter referred to as "**DISTRICT**"), and the **Coweta Public Works Authority**, an Oklahoma public trust having the City of Coweta, Oklahoma, an Oklahoma municipal corporation, as its beneficiary (hereinafter referred to as "**COWETA**").

WHEREAS, real property development, hereinafter referred to as “development”, is occurring within the legal boundaries of the **DISTRICT** which are located within the incorporated limits of the City of Coweta, Oklahoma. Such area is collectively referred to hereinafter as “development area”.

WHEREAS, each Party desires to facilitate development occurring within the development area.

WHEREAS, **COWETA** presently has sanitary sewer, solid waste and ambulance services (referred to hereinafter as “**COWETA Services**) within the development area.

WHEREAS, **DISTRICT** presently provides domestic water service (referred to hereinafter as **DISTRICT Services**) within the development area. **DISTRICT**, however, presently does not provide sanitary sewer, solid waste and ambulance services within the development area.

WHEREAS, to facilitate the development desired by each, the Parties agree that **COWETA** shall provide **COWETA Services** within the development area. As consideration

therefor, **COWETA** shall provide the **COWETA** Services referred to above and, in addition to such, pay to **DISTRICT** the sums set forth below.

WHEREAS, the “development area” referred to above is geographically illustrated on the attached Exhibit A. The initial real property development within the development area referred to above shall be the Wynstone, a residential subdivision lying within the corporate limits of the City of Coweta, Wagoner County, Oklahoma, according to the recorded plat thereof. Subsequent developments of potentially differing zoning classifications with resulting allowable uses within the development area are anticipated by the Parties. In furtherance of that intent, subsequent developments within the development area shall be allowed, and specifically included within the provisions hereof, by written addendum to this Contract signed by both parties hereto, specifically incorporating the terms hereof.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

A. PROVISION OF SERVICES:

1. **DISTRICT** shall provide **DISTRICT** Services to **DISTRICT** tap holders residing within the development area described above.

2. **COWETA** shall provide **COWETA** Services to the tap holders of **DISTRICT** residing within the development area described above.

B. BILLING:

1. **DISTRICT**, as part of its normal monthly billing cycle to its customers in the development area described above, shall bill each customer of **COWETA**, at the then existing rates, for **COWETA** Services. Within ____ days of its receipt, **DISTRICT** will remit to **COWETA** the

amount of payment received by **DISTRICT** on behalf of **COWETA** for **COWETA** Services. **DISTRICT** agrees that it will suspend or terminate water service provided to a **DISTRICT** customer due to such customer's failure to pay for **COWETA** Services provided to such customer by **COWETA**. Each party shall notify its respective customers that water service from District may be suspended or terminated for such customer's failure to pay for Coweta Services provided to such customer by Coweta.

2. The applicable rates for **COWETA** Services to be billed by **DISTRICT** to customers of **COWETA** shall be in such amounts as are solely determined by **COWETA**. **DISTRICT** shall charge Coweta Six Percent (6%) per month per collected account and will not impose any additional fees, administrative or otherwise, upon sanitary sewer, solid waste or ambulance service customers for performance of the billing services herein provided for unless such is expressly agreed to in writing by **DISTRICT** and **COWETA**. **COWETA** may request from **DISTRICT** reports concerning occupancy information and water usage by **DISTRICT** customers in the above-referenced areas for **COWETA** Service account purposes. The **DISTRICT** shall provide such information to **COWETA** within a reasonable time but not more than thirty (30) days after the close of each calendar quarter.

C. CONSIDERATION:

In addition to its charges for monthly billing services, **DISTRICT** shall be compensated by **COWETA** in the amount of Two Hundred and no/100s dollars (\$200.00) for each sanitary sewer tap set by **COWETA** in new residential and commercial developments covered by this Agreement. Such compensation shall provide **COWETA** the ability to continually provide those services into perpetuity without interruption, whether **DISTRICT** continues to provide billing services or not.

D. OTHER BILLING SERVICES:

The Parties agree that the billing services referred to in Section B of this Contract may be extended to other service areas where **DISTRICT** currently provides **DISTRICT** services and **COWETA** currently provides some, or all, of **COWETA**'s services. The extension of those billing services shall be done as an addendum to this Contract.

E. TERM:

This Contract shall be for a term of Twenty-five (25) years, beginning on the ____ day of _____, 2019. Each party agrees that during the term hereof the other party shall provide the services outlined above in the development areas described above. The parties agree that the right to provide the services outlined above shall be a continuing right once service is established and being provided in the development areas and that neither party shall have a claim to provide such services being provided by the other party. Further, the parties agree that no claim pertaining to the jurisdictional ability of the other to provide said services during the term hereof will be made by either party at any time. This provision shall survive the expiration of the term.

F. DUTIES AND OBLIGATIONS:

All responsibilities associated with the services provided by each party shall be the sole responsibility of the party providing the service. Each party shall operate its respective facilities and conduct its operations in compliance with all city, county, state and federal regulations.

G. INDEMNITY:

Each party shall hold the other party harmless from any and all loss, costs, damages, expenses, including attorney fees and related costs as well as early dispute resolution costs incurred, resulting

from the acts or omissions of the other party in connection with the operation and maintenance of each respective service and service facility provided by that party.

H. ENTIRE CONTRACT / VALIDITY OF CONTRACT:

This Contract is the entire contract. No representations or statements of fact, law or opinion made preceding the execution hereof shall serve to vary any of the terms of this Contract. Any amendment or modification of the terms of this Contract, whether by addition or deletion of terms, shall be ineffective unless such is expressly agreed upon in writing and is signed on behalf of both of the parties hereto.

This Contract shall be governed by the laws of the State of Oklahoma. If this Contract is determined by a Court having proper jurisdiction to contravene the laws of the State of Oklahoma or the laws of the United States of America this entire Contract will become null and void. In the event of such occurrence the parties will within ___ days of a final judicial determination, open discussions and seek, in a good faith, to arrive at an agreement to restore the contractual relationship and the objectives thereunder without the offending portions of the previous contract.

I. ASSIGNMENT AND SUCCESSORSHIP:

The parties agree that this Contract cannot be assigned by either party without the expressed written consent of the non-assigning party. This Contract is binding upon all successors in interest of each party and should any event occur which renders either party incapable of performing under this Contract, any successor of such party, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of each respective party hereunder.

J. EFFECTIVE DATE:

The Parties acknowledge that under pre-existing grant or loan covenants contained within grants or loans received by **DISTRICT** or **COWETA** from agencies of the State of Oklahoma and/or the United States of America, the present ability of **DISTRICT** and / or **COWETA** to enter into this Contract is dependent upon first obtaining approval to the terms hereof by the Director of the Agency of the Department of the State of Oklahoma or of the United States of America having jurisdiction over the loans or grants held or given. **DISTRICT** and / or **COWETA** shall exercise its best efforts at securing such approvals. **DISTRICT** and **COWETA** shall provide to each other such assistance, documentation and effort as may reasonably be required to facilitate obtaining such approvals. Consequently, although the date that this Contract is entered into is as set forth above, the effective date of this Contract will begin upon the Parties obtaining any and all approvals to the terms hereof by the Director of the Agency of the Department of the State of Oklahoma or of the United States of America having jurisdiction over the loans or grants held or given.

K. NOTICES:

The addresses to be utilized by the parties for the giving of any notices shall be:

COWETA:

DISTRICT:

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in two (2) counterparts, each of which constitutes an original.

COWETA PUBLIC WORKS AUTHORITY

CHAIRPERSON

ATTEST:

Secretary

RURAL WATER AND SEWER DISTRICT NO. 4

CHAIRMAN

ATTEST:

Secretary

APPROVED:

(Title)

United States of America