



**RED RIVER AUTHORITY OF TEXAS**  
**Environmental Services Laboratory**



**Service Agreement**

This Agreement is made this 24<sup>th</sup> day of June, 2024, between the Red River Authority, an agency of the State of Texas, hereinafter called **AUTHORITY** and Montague County, hereinafter called the **CONSUMER** for laboratory services.

WITNESSETH

I. The **AUTHORITY** agrees to:

- a. Conduct the analyses, and any sampling that is agreed upon, in accordance with applicable standards and regulations.
- b. Provide a report of findings to the **CONSUMER** within 10 business days following the completion of the analyses.
- c. Maintain confidentiality of all **CONSUMER** information and data.

II. The **CONSUMER** shall be responsible for:

- a. Providing environmental samples in accordance with the laboratory's sampling guidelines. This includes ensuring the correct amount of sample has been collected for analysis, as well as using the proper containers for holding the sample. Failure to properly collect the sample may result in the sample being rejected for analysis.
- b. Ensuring that all necessary permits for sampling and analysis are in place.
- c. Delivering samples to the laboratory during regular business hours. Samples need to be checked-in by a laboratory employee with a Chain of Custody form properly filled out. Samples that are dropped off after hours will not be suitable for analysis. Some tests require samples to be analyzed within 48 hours of collection. Please ensure that samples are delivered within the appropriate time frame for the desired test.
  1. Emergency Laboratory Service is available after hours and on weekends 24/7 for drinking water bacterial analysis only. The fee for this emergency service is provided in the Laboratory Price List. **CONSUMER** must arrange all emergency analysis in advance.
  2. Rush analysis and results are available for all analyses. The fee for this service is provided in the Laboratory Price List. **CONSUMER** must inform the laboratory employee during the check-in that a rush service is needed.
- d. Know what analyses need to be performed for each sample. The Laboratory will not make assumptions about what to run on each sample that is provided.
- e. To promptly pay each month the **AUTHORITY** for all services rendered according to the ESD fee schedule in effect at the time of analysis. Payments shall be made at the main office in Wichita Falls, Texas. Payment shall be made within 30 days of receipt of an invoice. If payments

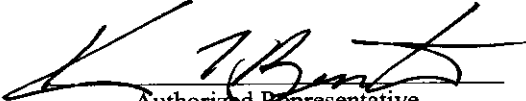
are late, this may result in future samples being turned away until the balance on the account is paid. The **CONSUMER** may also be subject to a late fee for missed payments.

- f. Pick up any submitted sample from the laboratory deemed hazardous material for disposal. If the **CONSUMER** declines to retrieve the sample, a hazardous waste company will be contacted to handle the sample and the **CONSUMER** will be charged for the expense.
- g. **CONSUMER** further agrees the **AUTHORITY** may subcontract analysis as necessary. **CONSUMER** shall pay all shipping and any fees that may be incurred due to subcontract analysis. **CONSUMER** understands this may increase the number of days to report the findings.

III. Additional services not listed may be provided by the **AUTHORITY** after a quote for the service is agreed to by the **CONSUMER**.

IV. The **CONSUMER** agrees to indemnify and hold harmless the **AUTHORITY** from any claims, liabilities, damages, and expenses arising out of the performance of this Agreement, except as a result of gross negligence or willful misconduct.

V. Either party may terminate this Agreement by providing 30 days' written notice to the other party. In the event of termination, the **CONSUMER** shall pay for all services performed up to the date of termination.

<b>RED RIVER AUTHORITY OF TEXAS</b>	<b>CONSUMER</b>
_____ Lab Manager	 _____ Authorized Representative
	_____ Purchasing Officer
	_____ Account Number

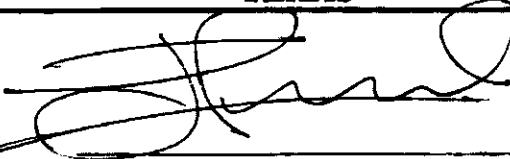

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RED RIVER AUTHORITY OF TEXAS	CONSUMER
	
Lab Manager	Authorized Representative
	_____ Purchasing Officer
	_____ Account Number

**Payment Details**

**ACH Payments**

Bank Name: \_\_\_\_\_ Name on Account: \_\_\_\_\_

Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_

**\*Card Payments**

Name on Card: \_\_\_\_\_ Card Type (Please circle): Visa MasterCard Amex Discover

Card Number: \_\_\_\_\_ CVC: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip)

**Checks**

Please make checks out to the Red River Authority of Texas

Payments can be delivered in person to:  
3000 Hammon Rd.  
Wichita Falls, TX 76310

Or mail to:  
Red River Authority of Texas  
P.O. Box 240, Wichita Falls, Texas 76307

\*Card payments are subject to a 4% convenience fee and a \$1.25 processing fee.

