

PROFESSIONAL SERVICE AGREEMENT

PENDLETON WATER ASSOCIATION - UTILITY BILLING



This agreement is made and entered into this 31 day of July, 2025, by and between Pendleton Water Association, Incorporated, a nonprofit organization existing under the Laws of the State of Louisiana and situate, lying and being within the Sabine Parish (hereinafter "Owner"), whose address for any formal notice is 62 Queens Rd Many, LA 71449, and EOM Public Works, LLC dba Cenla Environmental Science, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "Cenla"), whose address for any formal notice is PO Box 1648 Richmond Hill, GA 31324.

Owner and Cenla agree:

1. General Conditions

- 1.1. All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and Cenla.
- 1.2. This Agreement sets forth the general terms and conditions which shall govern the relationship and performance of Owner and Cenla. Cenla shall provide services as set forth in this Agreement and subsequent amendments.
- 1.3. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Owner" and "Cenla" shall include their respective officers, agents, directors, elected or appointed officials, and employees.
- 1.4. Upon execution of this Agreement, Owner and Cenla shall designate specific individuals to act as Owner's and Cenla's representatives with respect to the services performed or furnished under this Agreement. Such individual shall have authority to transmit instructions, receive information, and render decisions with respect to materials, equipment, elements and systems pertinent to Cenla's services.

2. Scope of Services

- 2.1 Cenla will provide the billing and collection services described in this Section.
- 2.2 Cenla will bill each Owner customer monthly in accordance with the Owner's current Rate Schedule. Adjustments to billing are from time to time necessary and appropriate. The Owner authorizes Cenla to make billing adjustments up to \$50.00, without prior authorization from the Owner for clerical errors, over or under registration by water meters, erroneous meter readings, establishment of water usage during a time when the meter has been inoperative, and other similar situations. Cenla will exercise due diligence and good business practice in making such adjustments. Adjustments in excess of \$50.00 will be referred to the Owner for settlement. Cenla will send delinquency notices to Owner's customers in accordance with the Owner's current Rate Schedule.
- 2.3 Cenla will deposit weekly all money received from the Owner's customers into an account designated as the Owner's "Operating Account" at a bank or other qualified depository selected by the Owner. If Owner's Operating Account and selected bank must have remote deposit capture capabilities, online banking and electronic payment options. All money which Cenla collects on behalf of the Owner are public funds. Cenla has no set-off, counterclaim, abatement, suspension or diminution rights against such money. All bank fees and/or processing fees will be the responsibility of the Owner.

- 2.4 Cenla will review utility and occupancy related expenditures for accuracy, prepare payments from Operating Account listed in Section 2.3 for Owners' signatures and submit to vendors. Cenla will reconcile Operating Account on a monthly basis and coordinate with Owner's accountant on the reconciliation.
- 2.5 Upon proper request by a customer, Cenla will terminate water service at any given location in the Project. Upon termination of service, the final charge to the customer for water usage will be assessed in accordance with the Owner's current Rate Schedule.
- 2.6 Cenla will terminate water service in accordance with delinquency policies stated in the Owner's current Rate Schedule or upon order of the Owner. Cenla will re-establish water service either when the customer pays all amounts required by the Owner's Rate Structure or when directed to do so by the Owner.
- 2.7 Cenla will provide remote customer service Monday through Friday during normal business hours. On-site support services will be available 2 days per week up to 3 hours per day. A dedicated schedule will be provided to Owner for publication.
- 2.8 Cenla will distribute customer notifications as required by state regulations for water quality.
- 2.9 Cenla will utilize Owner-provided security devices during Cenla's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm, where applicable. Upon exiting the Project, Cenla shall make sure that all Project gates and structures are locked and that any security alarms are activated.

3. Owner's Responsibilities

- 3.1 Owner shall pay all amounts associated with the occupancy or operation of the System and the performance of the Services, including, but not limited to, all property, franchise or other taxes associated with the project, except to the extent Cenla shall be obligated to pay such amounts in accordance with the express terms of this Service Agreement.
- 3.2 The Owner agrees to not offer employment or other compensation to Personnel of Cenla directly working on this project for a period of two (2) years after the end date of this Service Agreement or said employees' reassignment from this project without the mutual consent of Cenla and the Owner. This clause does not apply to transitioned employees employed by Owner prior to the Effective Date of this Agreement.
- 3.3 Owner will provide to Cenla all data in Owner's possession relating to the project. Cenla will reasonably rely upon the accuracy and completeness of the information provided by the Owner. Additional expenses related to inaccurate or incomplete information will be the responsibility of the Owner.
- 3.4 The Owner shall pay for all utilities required for operation of the Owner's facilities covered under this Service Agreement, including but not limited to, electricity, generator fuel, natural gas, and waste disposal.
- 3.5 The Owner shall be responsible for establishing and updating, as necessary, Rate Schedules and water usage policies, financial statements and audits, grant requests and management, water system loans and bonds, and meeting agendas and updates.

4. Compensation and Payment

- 4.1 Owner shall pay to Cenla as compensation for services performed under this Service Agreement a Base Fee of Forty-Three Thousand Seven Hundred Twenty-Five Dollars (\$43,725.00) for the initial year of the contract term. Upon each year base fee negotiation, Cenla shall continue to invoice Owner at the previous amount until the new year price is agreed upon. Upon written agreement between the parties as to the new year base fee, Cenla shall issue an invoice retroactively adjusting the previous base fee amount.
- 4.2 Changes in the Base Fee shall be negotiated annually sixty days from the expiration of the current term. Base Fee adjustments shall be negotiated using labor, benefits, direct and indirect costs as the basis of

adjustment for base fee. Owner and Cenla agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in the Base Fee.

- 4.3 One-twelfth (1/12) of the Base Fee for the current term shall be due and payable on the first of the month for each month that services are provided.
- 4.4 Cenla shall prepare invoices in accordance with the terms established in the specific Service Agreement and shall submit its invoices to Owner on a monthly basis.
- 4.5 All other compensation to Cenla is due on receipt of Cenla's invoice and payable within fifteen (15) days.
- 4.6 Owner shall pay interest at a rate equal to one and one half percent (1.5%) per month, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment.

5. Term

- 5.1 The initial term of this Agreement shall be for one (1) year commencing on August 1st, 2025. This agreement shall automatically renew for an additional twelve (12) months following the expiration of the term unless notified three (3) months prior to the term expiration.
- 5.2 Either party may terminate this Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party thirty (30) days to correct the breach. Except breaches by Owner for non-payment of Cenla's Invoices, neither party shall terminate this Agreement without giving the other party ninety (90) day's written notice of intent to terminate.

6. Insurance

- 6.1 Cenla shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:
- 6.2 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed and with a limit not less than One Million Dollars (\$1,000,000.00).
- 6.3 Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of Cenla or any of its employees or subcontractors.
- 6.4 Owner will maintain Property Damage Insurance for all property for the full fair market value of such property throughout the term of the Agreement, and shall provide Cenla with Certificates of Insurance to demonstrate compliance with this provision.

7. Labor Disputes

- 7.1 In the event activities by Owner's employee groups or unions causes disruption in Cenla's ability to perform the Project, Owner, with Cenla's assistance, or Cenla, at its own option, may seek appropriate injunctive court orders during any such disruption. Cenla shall operate the facilities on a best efforts basis until any such disruptions cease, but Cenla cannot assure compliance with all contract conditions during such disruptions.

8. Force Majeure

- 8.1 Neither party shall be liable for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon or as a result of any unforeseen occurrence as identified in Section 1. The party invoking this Force Majeure clause shall notify the other party immediately by verbal

communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence and shall take reasonable measures to mitigate any impact of Force Majeure.

9. Indemnity and Liability

- 9.1 Cenla hereby covenants and agrees, to the extent permitted by Louisiana law, to defend, indemnify and hold Owner harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as Owner's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to Cenla's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by Cenla or by any subcontractor of Cenla. Cenla's indemnity obligations include payment of Owner's costs in obtaining any court order or ruling requiring Cenla to honor its indemnity and liability obligations set forth in this Agreement.
- 9.2 Owner hereby covenants and agrees, to the extent permitted by Louisiana law, to defend, indemnify and hold Cenla harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as Cenla's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to Owner's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by Owner or by any other contractor retained by Owner (other than Cenla). Owner's indemnity obligations include payment of Cenla's costs in obtaining any court order or ruling requiring Owner to honor its indemnity and liability obligations set forth in this Agreement.

10. No Third-Party Beneficiaries

- 10.1 This Agreement gives no rights or benefits to anyone other than Owner and Cenla and has no third-party beneficiaries.

11. Jurisdiction

- 11.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of the project location.

12. Severability

- 12.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

13. Independent Contractor

- 13.1 It is hereby agreed and understood that Cenla is entering into this Agreement as an independent contractor and that all of Cenla's personnel engaged in work to be done under the terms of this Agreement are to be considered as employees of Cenla and under no circumstances shall they be construed or considered to be employees of Owner.

14. Entire Agreement

- 14.1 Should any provision of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, Owner and Cenla may mutually agree to a modification of this contract as to make the same fully comply with all applicable laws.
- 14.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and

its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

15. Authority

15.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Agreement by their signatures below.

**Cenla Environmental Services,
a division of EOM PUBLIC WORKS, LLC**

Authorized Signature:



Name: Charles Heino

Title: Director of Operations

Date: 07/31/25

Pendleton Water Association, Inc.

Authorized Signature:



Name: Charln Stewart

Title: PRESIDENT

Date: July 31, 2025

Witness:



Date: 07/31/25

Witness:



Date: July 31, 2025

