



RIVERBEND RESOLUTION NO. 20170222-05

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE INTERLOCAL AGREEMENT(S) FOR RISK MANAGEMENT SERVICES WITH THE TWCA RISK MANAGEMENT FUND

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;

WHEREAS, Riverbend Water Resources District currently has an interlocal agreement with the TWCA Risk Management Fund for a risk management plan including property insurance, workers' compensation insurance, board insurance, etc.;

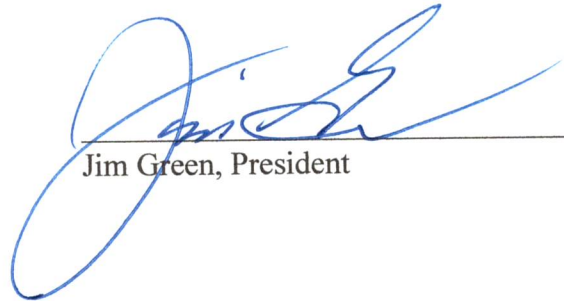
WHEREAS, Riverbend Water Resources District has a continued need for risk management services including property insurance, workers' compensation insurance, board insurance, etc. to support the operation and management of its wet utilities; and

WHEREAS, TWCA Risk Management Fund provides said needed risk management services and is fully qualified and certified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to enter into interlocal agreement(s) with the TWCA Risk Management Fund to provide continued insurance services for property, workers' compensation, board insurance, etc. for Riverbend Water Resources District.

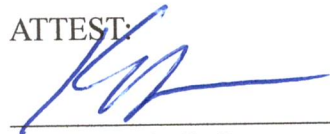


PASSED and APPROVED this 22nd day of February, 2017



Jim Green, President

ATTEST:



Kelly Mitchell, Secretary

Attached: TWCA Risk Management Renewal Forms

**SUPPLEMENT TO
INTERLOCAL AGREEMENT
TEXAS WATER CONSERVATION ASSOCIATION
RISK MANAGEMENT FUND**

In consideration of the Member's request for payment of additional benefits and in further consideration of the Fund's agreement to pay such benefits, the Interlocal Agreement between the Fund and the Member effective the 1 day of July, 2013, is amended by adding thereto the applicable coverages set forth below.

Volunteers — If a resolution of the Board of Trustees of the Member has been adopted providing coverage for volunteers as required by law, such volunteers, while acting within the course and scope of their official duties, shall be covered by the Interlocal Agreement as any other employee of the Member political subdivision.

Elected/Appointed Officials — If a resolution of the Board of Trustees of the Member has been adopted providing coverage for elected officials as required by law, such elected officials while acting within the course and scope of their official duties, shall be covered by the Interlocal Agreement as any other employee of the Member political subdivision.

The Member agrees to pay the premium for the payroll classifications set forth below.

Description of Group of Employees

- | | | |
|-------------------------------------|-----------------------------|--|
| <input checked="" type="checkbox"/> | Elected/Appointed Officials | Code 999989 |
| <input type="checkbox"/> | Volunteers | Payroll classification corresponding to type and nature of work done by the volunteer. |
| <input type="checkbox"/> | Decline Coverage | |

The Member agrees to report to the Fund, in writing on an annual basis or from time-to-time as new people are added, the names, positions, beginning date of service, ending date of service (if applicable), and salary/compensation or the equivalent minimum payroll base of the persons covered under this Supplement. The Member agrees that adequate premium for the above exposures must be collected by the Fund. Therefore, the Member agrees that unless greater compensation is actually received, the minimum reportable annual compensation for premium computation purposes on each person covered under this Supplement shall be \$3,120.

This Supplement shall be subject to all the terms, provision, and conditions of the Interlocal Agreement, and nothing herein contained shall vary, alter, or extend any term, provision, or condition of the Interlocal Agreement except as herein specifically stated.

Effective Date of this Supplement: July 1, 2016

This Supplement Expires: June 30, 2017

Contract Number: **159**

MEMBER:

Riverbend Water Resources District

By: _____

Signature of Authorized Member Official

Title: _____

EXECUTIVE DIRECTOR/CEO

Date: _____

2-6-17

FUND:

**Texas Water Conservation Association
Risk Management Fund**

By: _____

Signature of Authorized Fund Official

Title: _____

Secretary

Date: _____

WARRANTY

Member: Riverbend Water Resources District

TO: TEXAS WATER CONSERVATION ASSOCIATION RISK MANAGEMENT FUND (the "Fund")

This warranty shall confirm that the information contained in the 2017-2018 Fund Year Risk Exposures Update completed and signed 02-22-2017, and presented to the Fund as the basis for
(Date Exposure Update was signed)

which renewal coverage would apply, remains unchanged as of the date indicated below and there is no additional information which would need to be added to that exposure update in order to make it currently complete. This warranty is given as consideration for the offer of renewal coverage by the Fund.

This is declare and confirm that as of 02-22-2017 no fact, circumstance,
(Today's Date)

or situation indicating the probability of an occurrence, claim, wrongful act, or action against which indemnification or payment is or would be afforded by the proposed insurance is now known to the Member's Fund Contact as set forth in the Interlocal Agreement between the Member and Fund and said Fund Contact has made a diligent effort to ascertain whether or not an actual or probable claim or action exists. It is agreed by all concerned that if there be actual knowledge of any such occurrence, claim, wrongful act, fact, circumstance, or situation, and it is not disclosed in the exposure update, any claim or action subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

It is further agreed by all concerned that knowledge or notice of an occurrence, claim, or wrongful act by an agent, servant or employee of the Member shall not in itself constitute no knowledge or notice to the Member, unless the Member's Fund Contact, as designated in the Interlocal Agreement, shall have received notice thereof from its agent, servant, or employee. The Fund Contact shall have a duty to make reasonable and diligent inquiry in this regard. The inadvertent failure of an agent, servant, or employee of the Member to notify the Fund of any occurrence, claim, or wrongful act of which he or she has knowledge shall not invalidate the proposed insurance.

SIGNED: Elizabeth Fazio Hale DATE: 02-22-2017
TITLE: Executive Director/CEO