



RIVERBEND RESOLUTION NO. 20230726-04

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN
AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MAUD,
TEXAS FOR CERTAIN WATER AND WASTEWATER 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

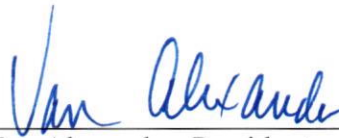
WHEREAS, the City of Maud, Texas formed in 1941 is a General Law Municipality operating under an aldermanic form of government consisting of a mayor and five aldermen in accordance with applicable state statutes, serving a current population of 1,056 residents based on the most recent 2010 Census; and

WHEREAS, on October 1, 2022 and April 18, 2023 Riverbend and the City of Maud, Texas executed agreements for wastewater and water services respectively; and

WHEREAS, Riverbend Water Resources District has a need to amend the contract to clarify the true-up process reviewing over-recovery or under-recovery of operational costs.

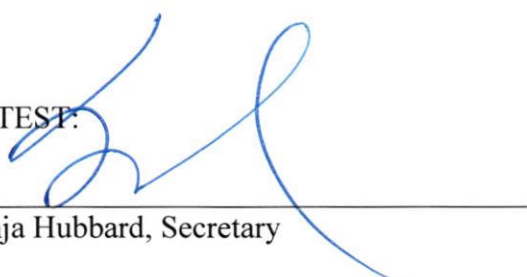
NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to execute an amendment to the interlocal agreement providing certain water and wastewater services to the City of Maud, Texas on terms substantially the same as attached hereto and further reviewed by general counsel.

PASSED and APPROVED this 26th day of July 2023



Van Alexander, President

ATTEST:



Sonja Hubbard, Secretary

Attached: Services Contract Amendment-City of Maud

**FIRST AMENDED INTERLOCAL AGREEMENT FOR
WATER AND WASTEWATER SYSTEM OPERATIONS AND
MAINTENANCE SERVICES**

This First Amended Interlocal Agreement for Water and Wastewater System Operations and Maintenance Services (this “Agreement”) is entered into and effective on the ____ day of _____, 2023 (the “Effective Date”) between Riverbend Water Resources District (“Riverbend”), a political subdivision of the State of Texas, and the City of Maud, Texas, a city incorporated under the laws of the State of Texas (“City”), each acting by and through its undersigned, duly authorized representatives. Riverbend and City may be individually referred to as “Party” and collectively referred to as the “Parties.” This Agreement shall supersede and amend the Interlocal Agreement for Water and Wastewater System Operations and Maintenance Services effective on or about April 18, 2023, as to the Articles and Sections reflected herein, but not otherwise.

RECITALS

WHEREAS, the Texas Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended;

WHEREAS, City owns and operates a water storage and distribution system within its corporate boundaries; and

WHEREAS, City owns and operates a wastewater treatment and distribution system within its corporate boundaries; and

WHEREAS, Riverbend provides water and wastewater operation and maintenance services;

WHEREAS, the Parties have determined that it would be advantageous for Riverbend to manage, operate, and maintain City’s water storage and distribution system and its wastewater collection facilities;

WHEREAS, the governing bodies of each Party find that the undertaking is necessary for the benefit of the public, is in the common interest of both Parties and that each Party has the legal authority to provide such service;

WHEREAS, the covenants and promises set forth in this Agreement constitute adequate consideration to each Party; and

WHEREAS, the Parties, in paying for the performance of governmental functions or in performing such governmental functions pursuant to this Agreement shall make payments therefore only from current revenues legally available to such Party.

Therefore, for and in consideration of the premises, and the mutual agreements set forth below, Riverbend and City agree as follows:

AGREEMENTS

ARTICLE III. TERM, TERMINATION & COMPENSATION

3.2 Compensation.

- e. True up. Riverbend shall annually conduct a “true-up” review to determine whether there was any over-recovery or under-recovery of its operational costs which will include a nine and six hundredths percent (9.06%) administrative fee during that fiscal year in relation to City’s Standard Monthly Payment annualized for the applicable year. Any over-recovery or under-recovery of costs shall be carried over as a credit or debit to City or Riverbend, as applicable. Said credit or debit shall be applied to City’s Standard Monthly Payment such that the credit or debit shall be extinguished by the end of the following fiscal year.

EXECUTED on the date or dates indicated below, to be effective as of the Effective Date:

RIVERBEND:

**RIVERBEND WATER RESOURCES
DISTRICT**

By: Kyle Dooley, Executive Director

Date: _____

Address: 228A Texas Avenue
New Boston, TX 75570

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BOWIE

I certify that I know or have satisfactory evidence that Kyle Dooley is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Riverbend Water Resources District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Texas

My appointment expires: _____

CITY:

CITY OF MAUD

By: Jimmy Clary, Mayor

Date:_____

Address: 203 Main St.
 Maud, TX 75567

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BOWIE

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of City of Maud, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Texas

My appointment expires: _____