



RIVERBEND RESOLUTION NO. 20241007-01

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE ARK TEX COUNCIL OF GOVERNMENTS FOR SUBMISSION OF AN APPLICATION FOR A DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT TO FUND THE CONSTRUCTION OF AN INDUSTRIAL WASTEWATER FACILITY

WHEREAS, Riverbend Water Resources District (“Riverbend”) 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 Ark Tex Council of Governments (“ATCOG”) is a voluntary association of local governments established under state law for the purpose of promoting intergovernmental cooperation and strengthening units of local government. The primary goal of ATCOG is to improve the quality of life for all citizens of the region by providing resources, programs and services, along with coordinating funding; and

WHEREAS, Riverbend has a need to secure funding for construction of a new Industrial Wastewater Facility; and

WHEREAS, ATCOG has access to the resources necessary to apply for and manage a Defense Economic Adjustment Assistance Grant to assist Riverbend with funding.

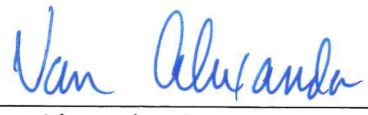
NOW, THEREFORE, IT IS RESOLVED that the Executive Director/CEO is authorized to execute an interlocal agreement with the Ark-Tex Council of Governments for submission of an application for a Defense Economic Adjustment Assistance Grant for funding for the Industrial Wastewater Facility.

PASSED AND APPROVED, this the 7th day of October 2024



Lynn Davis, President

ATTEST:



Van Alexander, Secretary



Attached: Draft Interlocal Agreement with ATCOG

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Ark-Tex Council of Governments, hereinafter referred to as **ATCOG**, and Riverbend Water Resources District, a Special District, hereinafter referred to as **Riverbend**.

WHEREAS, **ATCOG** is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government code; and

WHEREAS, pursuant to the Act, **ATCOG** is authorized to contract with eligible entities to perform governmental functions and services;

WHEREAS, **Riverbend** has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement, and that it desires to contract with **ATCOG** on the terms set forth below;

WHEREAS, As per 2 CFR Part 200 Subpart D 200.318(e), **ATCOG** wishes to foster greater economy and efficiency, in accordance with efforts to promote cost-effective use of shared services across eligible entities, by entering into an Intergovernmental agreement for services. Competition requirements will be met with documented procurement actions for Administration Services after awarded DEAAAG Grant.

WHEREAS, **ATCOG** and **Riverbend** will enter into a separate Administration Services Contract upon award of DEAAAG Grant for the sum indicated in Article 5 Scope of Services.

WHEREAS, **Riverbend** requested the professional services of **ATCOG** in connection with the planning and groundwork related to the Defense Economic Adjustment Assistance Grant (DEAAAG) Office of the Governor Texas Military Preparedness Commission for grant assistance and/or grant administration for a period beginning September 2024 and ending December 31, 2025.

NOW, THEREFORE, **ATCOG** and **Riverbend** do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Riverbend represents and warrants to **ATCOG** that (1) it is eligible to contract with **ATCOG** under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

ATCOG and **Riverbend** agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall commence in September 2024, unless otherwise provided by the terms of this Agreement.

ARTICLE 5: SCOPE OF SERVICES

For the purposes and consideration herein stated and contemplated, **ATCOG** shall provide professional services with respect to basic data gathering, project scoping recommendations, preparation or completion of forms and documents required by DEAAG, subsequent revisions or modifications necessary to fulfill **Riverbend** requirements or to support continued eligibility, preparing **Riverbend** correspondence, acting as **Riverbend** liaison, and any other work tasks and efforts determined necessary and directed or expended by **ATCOG** to promote an application's approval.

Contingent upon approval of a DEAAG grant application, and subsequent awarding contract to **Riverbend**, **ATCOG** shall provide necessary and appropriate grant administrative services during the implementation of activities undertaken by **Riverbend** with the DEAAG funds awarded to **Riverbend** without regard to race, sex, religion, color, age, disability or national origin. All activities shall be performed in accordance with the terms of the Contract between DEAAG and Riverbend.

Riverbend will reimburse **ATCOG** the total sum of **\$50,000.00** (*for a two (2) year period from date of award*) for the general administration of the grant based on completion of grant administration agreement and milestones.

ARTICLE 6: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 7: TERMINATION PROCEDURES

ATCOG or **Riverbend** may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. Upon cancellation, the obligation of **Riverbend** to pay **ATCOG** for its costs incurred under this Agreement prior to such notice shall survive such cancellation.

ARTICLE 8: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 9: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable

to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with **ATCOG**.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

Riverbend Water Resources District
Special District

228 Texas Avenue, Suite A
Mailing Address

New Boston, Texas 75570
Mailing Address

Kyle Dooley 8/29/24
Kyle Dooley, Exec Dir/CEO Date

Ark-Tex Council of Governments
ATCOG

4808 Elizabeth Street
Mailing Address

Texarkana, Texas 75503
Mailing Address

Mary Beth Rudel 09/04/24
Mary Beth Rudel, Executive Director Date

Toni S. Lindsey 09/04/24
Toni Lindsey, Regional Development Director Date