



**RIVERBEND RESOLUTION NO. 20260529-03**

**AUTHORIZING AND APPROVING AMENDMENTS TO THE INTERLOCAL AGREEMENT WITH THE CITY OF TEXARKANA, TEXAS ADDING SCHEDULE B; AND ESTABLISHING AN EFFECTIVE DATE**

**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 City of Texarkana, Texas (City), a home rule municipality operating under municipal charter adopted as authorized by Article XI, Section 5 of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of self-government; and

**WHEREAS**, on March 5, 2010, the City and Riverbend executed an interlocal cooperation agreement (“the 2010 Agreement”) which, among other provisions, detailed in Schedule A appended to the 2010 agreement specific services to be provided by Riverbend to the City; and

**WHEREAS**, in 2015, the City and Riverbend updated Schedule A to the 2010 agreement to revise the specific services to be provided by Riverbend to the City; and

**WHEREAS**, the City and Riverbend desire to amend the 2010 agreement by adding Schedule B, augmenting the services to be provided by Riverbend to City.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Directors of Riverbend Water Resources District:

**SECTION 1:** The Board authorizes and approves the amendment to the interlocal cooperation agreement between the City of Texarkana, Texas, and Riverbend Water Resources District, adding Schedule B to the agreement, attached hereto and incorporated herein by reference for all purposes. The Executive Director is hereby authorized to finalize and enter into said amendment on behalf of Riverbend and to execute any and all documents necessary to effectuate the same.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval.



PASSED and APPROVED this 29<sup>th</sup> day of May 2026

A handwritten signature in blue ink, appearing to read "Sonja Hubbard", is written above a horizontal line.

Sonja Hubbard, President

ATTEST:

A handwritten signature in blue ink, appearing to read "Steve Mayo", is written above a horizontal line.

Steve Mayo, Secretary

Attached: Amendment to Interlocal Agreement with City of Texarkana, Texas  
and Schedule B



## **Amendment to Interlocal Cooperation Agreement**

This Amendment to Interlocal Cooperation Agreement (“Amendment”) is entered into by and between the City of Texarkana, Texas, a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government (“City”), and Riverbend Water Resources District (“Riverbend”), a local governmental entity and political subdivision created by the Texas Legislature as set forth in Title 6, Special District Local Laws Code, Subtitle L, Chapter 9601, under the authority of Article 16, Section 59 of the Texas Constitution.

### **Recitals**

**WHEREAS**, on March 5, 2010, the City of Texarkana, Texas, and Riverbend Water Resources District (“Riverbend”) executed an interlocal cooperation agreement (“the 2010 Agreement”) which, among other provisions, detailed in Schedule A appended to the 2010 Agreement specific services to be provided by Riverbend to the City; and in 2015, the City and Riverbend updated Schedule A to the 2010 Agreement to revise the specific services to be provided by Riverbend to the City; and

**WHEREAS**, City and Riverbend desire to update the 2010 agreement to add Schedule B, augmenting the services to be provided by Riverbend to City: consistent with the 2010 Agreement, Riverbend is developing a new regional water treatment facility project with capability of providing potable water to City; Riverbend has hired a water plant manager for its new regional water treatment facility, who formerly was the Water Production Manager for both the Millwood and Wright Patman/New Boston Road water treatment plants; and Riverbend and City have determined that it would be advantageous for this manager, under Riverbend’s employ, to have the priority responsibility of continuing to perform all duties previously held as the Water Production Manager for both the Millwood and New Boston Road water treatment plants.

**NOW THEREFORE**, pursuant to Chapter 791 of the Texas Government Code, and in consideration of the premises and the mutual promises, covenants and agreements contained herein, City and Riverbend hereby agree as follows:

- A. Section 2.1 of the 2010 Agreement is hereby amended to read as follows (amendment in boldface and underscored):

2.1 ***Schedule of Services.*** Riverbend agrees to perform services on behalf of City as set forth in Schedules A and B to this Agreement, incorporated herein by reference for all purposes.

- B. The 2010 Agreement is amended to add Schedule B, attached hereto and incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**The City of Texarkana, Texas**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2026  
David Orr  
City Manager

ATTEST:

\_\_\_\_\_  
Jennifer Evans, City Secretary

**Riverbend Water Resources District**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2026  
Kyle Dooley  
Executive Director/CEO

ATTEST:

\_\_\_\_\_  
Becky Melton  
Executive Assistant/HR Manager

## Schedule B

Additional services to be provided by Riverbend under this Interlocal Cooperation Agreement shall include the following:

### I. PURPOSE

This schedule establishes a cooperative framework following Riverbend's hiring of the former Water Production Manager ("Manager") for both the Millwood and Wright Patman/New Boston Road water treatment plants. Riverbend and City, consistent with the "Joint Operating Protocol No.1" signed by the respective City Managers of the City of Texarkana, Texas, and the City of Texarkana, Arkansas ("Cities"), seek to ensure that water production services for the Cities continue without interruption or degradation by designating the Manager's continued oversight of the Millwood (Dept. 420) and Wright Patman/New Boston Road (Dept. 410) water treatment plants as a primary duty of his employment with Riverbend, together with Manager's continued performance of other duties previously held as the TWU Water Production Manager. To ensure this continuity of service and to provide the Manager with the necessary operational support, the Cities shall maintain the current number of budgeted positions in Depts. 410 and 420 for the duration of this Schedule B (provided that TWU may opt to reorganize functions and reassign lab personnel out of these departments to a new department).

### II. PRIORITY OF MANAGER'S DUTIES/SCOPE OF SERVICES

- **Primary Responsibility:** The Manager's priority in his employ with Riverbend shall be the continued performance of all duties previously held as the TWU Water Production Manager, including:
  - 1) Continued oversight of water production at both the Millwood and Wright Patman/New Boston Road water treatment plants, and supervision of water production personnel in Depts. 410 and 420;
  - 2) At all water treatment plants under the ownership of either or both Cities: management of water treatment processes, quality control, and regulatory compliance;
  - 3) Coordination of emergency repairs and system maintenance for all water treatment plants.
  - 4) Ensuring all state and federal regulatory reporting remains current and compliant.
- **Operational Continuity:** There shall be no change in the scope or quality of water production services provided to the two Cities as a result of this transition.
- **Conflict Resolution:** In the event of a scheduling or resource conflict between Riverbend projects and Cities' production needs, the operational stability of the Cities' water supply shall take precedence.

### **III. SALARY ALLOCATION AND PERSONNEL BENEFITS**

- **Salary Coverage:** Riverbend shall be solely responsible for covering the Manager's salary. The Cities shall not be required to provide direct salary compensation to either the Manager or Riverbend for the services rendered under this Schedule B.
- **Employment and Benefits:** Riverbend shall be solely responsible for all aspects of Manager's employment, including the administration and payment of all benefits, health insurance, and retirement contributions. Manager shall be considered an employee of Riverbend for all administrative and legal purposes.

### **IV. EQUIPMENT AND ACCESS**

The Cities shall provide Manager with full access to all facilities and SCADA systems necessary to perform his duties; this includes, but is not limited to, physical access to both the Millwood and Wright Patman/New Boston Road production plants, remote monitoring software, and any internal communication tools required for the supervision of water production personnel.

### **V. DURATION**

This Schedule B shall be in effect for the duration of the "Joint Operating Protocol No.1" signed by the respective City Managers of the Cities.

### **VI. LIABILITY AND INDEMNIFICATION**

Riverbend and City agree that for actions taken specifically in the oversight of the Millwood and Wright Patman/New Boston Road water treatment plants, Manager acts as agent of the Cities; and for actions taken regarding Riverbend infrastructure, Manager acts as agent of Riverbend.

### **VII. INTENDED THIRD-PARTY BENEFICIARY**

The City of Texarkana, Arkansas, is an intended third-party beneficiary of the services to be provided under this Schedule B.