



RIVERBEND RESOLUTION NO. 20170510-03

**APPROVING A MEMORANDUM OF UNDERSTANDING WITH CENTRAL BOWIE
WATER SUPPLY CORPORATION**

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

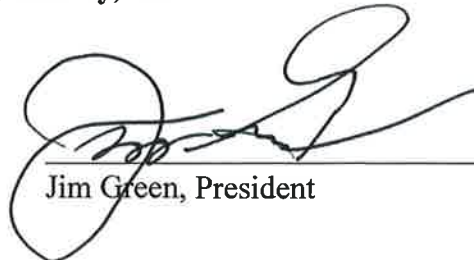
WHEREAS, Central Bowie County Water Supply Corporation (CBCWSC) is a member owned, not-for-profit water supply corporation organized under Article 1434a of the Revised Civil Statutes of Texas of 1925, as amended, supplemented by the Texas Non-Profit Corporation Act, Article 1.101 et seq., as amended; and

WHEREAS, Riverbend Water Resources District is conducting a Regional Water Master Plan for the determination of the demand for current and future potable and non-potable supply, current available water supply, capital facilities production capacity, and transportation for the connection and distribution of water supply around the region; and


WHEREAS, Central Bowie County Water Supply Corporation desires to be a part of the Regional Water Master Plan and believes their current and future needs could be met through participating in this project and future projects with Riverbend Water Resources District; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves this Memorandum of Understanding with Central Bowie County Water Supply Corporation.

PASSED and APPROVED this 10th day of May, 2017



Jim Green, President

ATTEST:


Kelly Mitchell, Secretary

MEMORANDUM OF UNDERSTANDING

Riverbend Water Resources District and Central Bowie County Water Supply Corporation

Article I. Background and Purpose

Riverbend Water Resources District (“Riverbend”) was created under and essential to accomplish the purposes of Section 59, Article XVI, of the Texas Constitution, and to perform works and projects in the District Territory as defined by its enabling statute that benefit all lands and other property, included but not limited to, within the boundaries of Riverbend. The accomplishment of the public use stated for the creation of Riverbend is for the benefit of its customers, members and the people of Texas, as well as the improvement of their property and industries through the goal of fostering and encouraging development of water resources in our region.

Central Bowie County Water Supply Corporation (“CBCWSC”) is a member owned, not-for-profit water supply corporation organized under Article 1434a of the Revised Civil Statutes of Texas of 1925, as amended, supplemented by the Texas Non-Profit Corporation Act, Article 1.101 et seq., as amended. CBCWSC has served members in Bowie County since 1971. The service area covers approximately 200 square miles. The distribution system contains over 321 miles of pipe. Assets include 5 elevated tanks, 2 standpipes, and 5 ground storage tanks, at 8 different locations. CBCWSC purchases water from Texarkana Water Utilities (TWU). The water originates from Lakes Millwood and Wright Patman and is filtered and treated by TWU. Additional treatment by CBCWSC is limited to re-chlorination on an as needed basis.

Riverbend and CBCWSC, together referred to as the Parties, have a mutual interest in securing, providing and preserving ample sources of water supply for their citizens [or customers] today and in the future and share the goal of providing ample, high quality water at a reasonable cost.

Article II. Scope

This Memorandum of Understanding (“MOU”) serves in its entirety to establish a commitment for Riverbend and CBCWSC to work together in mutual cooperation with one another to identify, consider, evaluate, and coordinate feasibility studies and environmental studies, project identification and analysis, project options and alternatives, cost analysis and estimates, and developments as they relate to the availability of water supplies to be used for the benefit of each of the Parties to include interbasin transfers and the sale of water in the State of Texas or any adjoining states. This may include actions to develop water sales projects to be utilized for meeting the needs of the citizens [or customers] of CBCWSC, our region, and the State of Texas. This MOU establishes that both Parties

will work jointly together to accomplish these agreed upon purposes. Specifically, by way of defining the nature, scope, and extent of the relationship between Riverbend and CBCWSC, this provision of the agreement shall be defined and understood to mean that during the term of this agreement, Riverbend will work with CBCWSC and CBCWSC will work with Riverbend with respect to those aspects of the aforementioned agreed upon purposes. Nothing herein shall impair, limit, or restrict the Parties from working with other entities or persons on this or other issues, but each Party shall keep the other Party generally informed of its efforts undertaken in furtherance of this MOU and its stated purpose. Additionally, nothing herein shall limit, restrict, or otherwise in anyway affect the Parties' already established activities and/or involvement regarding Texarkana Water Utilities.

Article III. Agreements/Responsibilities

Riverbend and CBCWSC agree, as willing participants in this MOU, to work together and provide full and free access to appropriate available information related to the purpose of the MOU subject to the statutes that govern the individual operation of Riverbend and CBCWSC. Both Parties agree to cooperate willingly to accomplish the purpose and scope of this MOU.

This MOU permits but does not obligate the Parties to enter into further agreements, contracts, or other obligations. Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources in advance of the availability of funding, nor does this agreement obligate the Parties to spend funds on any particular project or purpose, even if funds are available. Such future commitments and/or agreements will be the subject of subsequent written agreement(s) between the Parties. Nothing in this MOU shall be interpreted or construed as limiting or restricting in any way the rights or privileges of CBCWSC with respect to its water rates. All existing and future understandings between the Parties will be in writing and signed by the lawful representatives of the Parties.

Article IV. Relationship of Parties

Nothing in this MOU shall create a membership interest in Riverbend and CBCWSC shall not become of member of Riverbend merely by virtue of this agreement. CBCWSC may only become a member of Riverbend, as that term is defined under Texas Special District Local Laws Code §9601.001, upon formal petition and acceptance as provided under Riverbend's enabling statute. Likewise, nothing in the agreement shall create a partnership, joint venture or other such relationship between Riverbend and CBCWSC outside the scope of the express terms of this MOU.

Article V. Implementation/Modification

Implementation of this MOU shall be through the mutual consent and approval of official representatives of both Parties as identified below to enter into and adopt this agreement.

Modifications of this agreement shall be upon mutual written consent of both Parties and may be made at any time.

Effective date: This MOU shall take effect upon the date of the last signature affixed hereto.

Termination: This MOU shall remain in effect until further notice by either party and may be terminated by either party by providing written notice and explanation to the other party not less than 45 calendar days in advance of the effective date of termination. The termination of this MOU shall not affect the validity or duration of activities or agreements under this MOU that are initiated prior to such termination pursuant to separate written agreements.

The Authorized Representatives to enter into this MOU are identified by Riverbend Water Resources District and CBCWSC Policies as outlined below in accordance with statutes that govern the operation of each Party.

Article VI. Approval

Riverbend Water Resources District

Central Bowie County Water Supply Corporation

By: 

By: 

Printed Name: Elizabeth Fazio Hale

Printed Name: Harrell Hignight

Title: Executive Director/CEO

Title: President

Date: May 10, 2017

Date: 20 May 2017