



RIVERBEND RESOLUTION NO. 20180523-04

A RESOLUTION OF THE RIVERBEND WATER RESOURCES DISTRICT AUTHORIZING MARSHALL WOOD, PRESIDENT OF RIVERBEND WATER RESOURCES DISTRICT, TO EXECUTIVE A FUNDING AGREEMENT WITH THE SULPHUR RIVER BASIN AUTHORITY FOR THE PURPOSE OF THE SULPHUR RIVER BASIN AUTHORITY PROVIDING FUNDING FOR THE COMPLETION OF A VOLUMETRIC AND SEDIMENTATION STUDY OF WRIGHT PATMAN LAKE.

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, Riverbend works with local member entity partners on water planning, conservation, and management of shared water resources in which the Cities of Annona, Atlanta, Avery, DeKalb, Hooks, Leary, Maud, Nash, New Boston, Redwater, Texarkana, Texas, and Wake Village, as well as TexAmericas Center, and the Counties of Bowie, Cass, and Red River, are all members; and

WHEREAS, Sulphur River Basin Authority (“SRBA”) is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, and is responsible for the health and quality of the water within

WHEREAS, Riverbend and SRBA are aware of certain recent studies concerning the Sulphur River Basin which specifically characterize Wright Patman Lake as having a high sedimentation rate and otherwise characterize the basin as significantly losing volume over the next 50 years; and

WHEREAS, Riverbend and SRBA both wish to be supportive of addressing water quality and quantity concerns and to be proactive about sedimentation issues occurring within the Sulphur River Basin; and

WHEREAS, Riverbend and SRBA believe that more data is needed to adequately characterize the basin and to further address the health and future availability of water supply in Wright Patman Lake; and

WHEREAS, Riverbend wishes to administratively and financially secure a Volumetric and Sedimentation Study (the “Study”) on Wright Patman Lake, last conducted in the 2010-2012 timeframe by the Texas Water Development Board; and



WHEREAS, SRBA wishes to assist Riverbend in funding the Study for the mutual benefit of both parties and the entire region; and

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF RIVERBEND WATER RESOURCES DISTRICT that Marshall Wood, President of Riverbend Water Resources District, is authorized to execute a funding agreement between Riverbend Water Resources District and the Sulphur River Basin Authority for the purpose of the Sulphur River Basin Authority providing funding to the Riverbend Water Resources District for the administration and execution of a volumetric and sedimentation survey at Wright Patman Lake.

PASSED AND APPROVED, this the 23rd day of May, 2018.

A handwritten signature in blue ink, appearing to read "Fred Milton", written over a horizontal line.

Fred Milton, Vice President

ATTEST:

A handwritten signature in blue ink, appearing to read "Sean Rommel", written over a horizontal line.

Sean Rommel, Secretary

FUNDING AGREEMENT
Relating to a Volumetric and Sedimentation Study
Of Wright Patman Lake

THIS AGREEMENT, made and entered into this, the 31 day of May, 2018 (the "Effective Date"), BY AND BETWEEN **Riverbend Water Resources District**, ("Riverbend") and **Sulphur River Basin Authority** ("SRBA"),

INTRODUCTION / SCOPE

WHEREAS, Riverbend and SRBA are aware of certain recent studies concerning the Sulphur River Basin which specifically characterize Wright Patman Lake as having a high sedimentation rate and otherwise characterize the basin as significantly losing volume over the next 50 years; and

WHEREAS, Riverbend and SRBA both wish to be supportive of addressing water quality and quantity concerns and to be proactive about sedimentation issues occurring within the Sulphur River Basin; and

WHEREAS, Riverbend and SRBA believe that more data is needed to adequately characterize the basin and to further address the health and future availability of water supply in Wright Patman Lake; and

WHEREAS, Riverbend wishes to administratively and financially secure a Volumetric and Sedimentation Study (the "Study") on Wright Patman Lake, last conducted in the 2010-2012 timeframe by the Texas Water Development Board; and

WHEREAS, SRBA wishes to assist Riverbend in funding the Study for the mutual benefit of both parties and the entire region; and

NOW, THEREFORE, in consideration of the mutual promises of the parties to this Funding Agreement ("Agreement"), and for other good and valuable consideration as further set forth herein, Riverbend and SRBA agree as follows:

ARTICLE 1. FUNDING

SRBA agrees to contribute one-half (1/2) of the cost of the Study, not to exceed a commitment of \$50,000.00 for its one-half (1/2) share of the Study. Said funds shall be due and payable to Riverbend in Bowie County, Texas, immediately upon request for same to provide funding for the Study.

ARTICLE 2. MUTUAL OBLIGATIONS

Riverbend Water Resources District:

2.01. Upon the execution of this Agreement, Riverbend hereby agrees to issue a Request for Qualifications, promptly select a qualified individual or firm to perform the scope of work, fully administer and oversee the Study to its completion; produce a summary detailing the Study's findings; and provide to SRBA a copy of the Study and associated report/findings.

2.02. Riverbend further agrees to take all administrative responsibility for the completion of the Study within an appropriate timeframe.

Sulphur River Basin Authority

2.03. Upon the execution of this Agreement, SRBA hereby agrees to timely remit funding as set forth herein above under Article I; cooperatively assist Riverbend in compiling relevant information and reports from previous studies to assist Riverbend and/or any third party in performing the Study; and promptly assist Riverbend with the request for additional relevant information necessary to assist in the performance of this Study.

2.04. SRBA further agrees to grant to Riverbend all necessary administrative discretion and decision-making authority to determine whether, when, and under what circumstances the Study shall be conducted, including but not limited to the ability to determine how and when the Request for Qualifications is issued, to select a qualified individual or firm to perform the scope of work, and to administer and oversee the Study.

ARTICLE 3. CONTINGENCY

This Agreement is contingent upon Riverbend retaining a qualified third-party to perform the Study set forth herein. In the event Riverbend is unable and/or chooses not to pursue the Study, such circumstances will result in the early termination of this Agreement releasing both parties. In the event of such early termination, any funding previously provided by SRBA shall be refunded less one-half of expenses already expended.

ARTICLE 4. GENERAL PROVISIONS

Authority

4.01 The undersigned individuals acknowledge and represent that they have full authority to enter into the Agreement on behalf Riverbend and SRBA respectively. The undersigned individuals further acknowledge and represent that they are acting pursuant to such authority in entering into this Agreement on behalf of their respective organizations.

Relationship

4.02 Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal relationship of any kind, and the obligations of the parties shall be limited to those expressly set forth herein.

Governing Law

4.03. This Agreement shall be construed and governed by the laws of the state of Texas.

Entire Agreement / Amendments

4.04. This Agreement constitutes the entire agreement between the parties and may be amended only in writing by mutual consent of both parties.

Severability

4.05. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of this Agreement shall be enforced.

Termination of Agreement

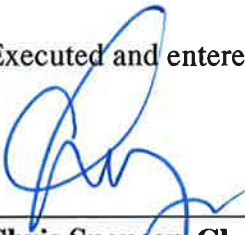
4.06. Unless otherwise provided herein, this Agreement shall terminate upon the completion of the obligations set forth herein under either Article 2 or Article 3.

Executed and entered into on this the 30 day of May, 2018.



Marshall Wood, President
Riverbend Water Resources District
228 Texas Avenue, Suite A
New Boston, Texas 75570
(903) 831-0091

Executed and entered into on this the 31 day of May, 2018.



Chris Spencer, Chairman/President
Sulphur River Basin Authority
911 N. Bishop Street, Suite C104
Wake Village, Texas 75501