



RIVERBEND RESOLUTION NO. 20230125-05

**AUTHORIZING THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING
TO THE AGREEMENT WITH TEXAMERICAS CENTER FOR
CURRENT AND FUTURE WATER SUPPLY**

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, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center and Riverbend entered into an Agreement for Purchase and Sale of Assets on May 26, 2015 detailing the transfer of the wet utilities; and

WHEREAS, the Agreement was amended on October 24, 2017 setting forth a time frame for the future delivery of industrial raw water to meet the needs of TexAmericas Center and/or future TexAmericas tenants/grantees and assigns.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District hereby authorizes the Executive Director/CEO to execute a memorandum of understanding to the Purchase and Sale of Assets Agreement with TexAmericas Center dated May 26, 2015 and further amended on October 24, 2017.

PASSED and APPROVED this 25th day of January 2023



Van Alexander, President

ATTEST:



Sonja Hubbard, Secretary



Attached: MOU to the Agreement for Purchase and Sale of Assets and Assignment
and Assumption of Contract Rights

MEMORANDUM OF UNDERSTANDING

Riverbend Water Resources District and the TexAmericas Center

Article I. Background and Purpose

Riverbend Water Resources District (“Riverbend”) is a political subdivision of the state created to perform works and projects in the service area as defined by creating documents that benefit all lands and other property, included but not limited to, within the boundaries of Riverbend. The accomplishment of the purposes stated for the creation of Riverbend is for the benefit of its customers, members, the people of Texas, the improvement of their property and industries through the goal of fostering and encouraging economic development in the region.

TexAmericas Center, (“TAC”) is a governmental agency and political subdivision of the state of Texas, existing pursuant to and having the power set forth in Chapter 3503 of the Special District Local Laws Code of the State of Texas.

Article II. Scope

On or about May 26, 2015, Riverbend and TAC entered into an Agreement for Purchase and Sale of Assets and Assignment and Assumption of Contract Rights, hereinafter (“Agreement.”) Thereafter, on or about January 24, 2018, the Parties entered into a First Supplement and Amendment to the Agreement for Purchase and Sale of Assets and Assignment and Assumption of Contract Rights, hereinafter (“Amendment.”)

In the Amendment, a “Timeframe for delivery of raw water capability” was set forth. [See Amendment at XXIII (23.12).] Additionally, said section sets forth expectations as to Riverbend’s delivery of raw, non-potable water to the TAC footprint following its design and construction of the facilities and infrastructure set forth in the Agreement and Amendment.

This Memorandum of Understanding, (“MOU”), outlines the agreements, responsibilities and expectations of the Parties hereto, as to the aforementioned section of the Amendment.

Article III. Agreements/Responsibilities/Expectations

Regarding the obligations imposed under the second full paragraph of XXIII (23.12) of the Amendment, the Parties agree any such obligations and expectations imposed on Riverbend prior to the implementation of the Ultimate Rule Curve (URC) are not feasible and incapable of being fully performed. Therefore, the Parties agree the responsibilities and

expectations imposed on Riverbend under said section should be revised to the following extent, but not otherwise, to wit:

The Parties agree that Riverbend shall design and construct facilities and infrastructure as set forth in the Amendment sufficient to deliver to the TAC footprint and any tenants thereon between ten million (10,000,000) and twenty-six million (26,000,000) gallons per day of raw, non-potable water upon commencement of operations at its facilities and infrastructure. While Riverbend is operating under the Interim Rule Curve (IRC) prior to the implementation of the URC, it will exercise reasonable efforts to devote the balance of the water available to TAC after satisfying regional water needs and the water requirements under its agreement with Graphic Packaging International (GPI). The balance of the raw water available to provide to TAC under the IRC should range from ten million (10,000,000) and twenty-six million (26,000,000) gallons per day.

Upon completion of its facilities and infrastructure and upon implementation of the URC, Riverbend will deliver to the TAC footprint and any tenants thereon at least thirty million (30,000,000) gallons per day of raw, non-potable water. Further, following implementation of the URC Riverbend will reserve capacity in its facilities and infrastructure and/or in the first system expansion thereafter to deliver an additional sixty million (60,000,000) gallons per day of raw, non-potable water to the TAC footprint and any tenants thereon.

This MOU permits, but does not obligate, the Parties to enter into any further agreements, contracts, or other obligations relative to the subject matter set forth herein. Nothing in this MOU shall be interpreted or construed as limiting or restricting in any way the rights or privileges of the Parties relative to the subject matter herein. All existing and future understandings between the Parties will be in writing and signed by their lawful representatives.

Article IV. 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 Memorandum of Understanding. 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.

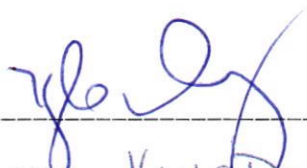
Termination: The termination of this MOU shall not affect the validity or duration of activities or agreements under this MOU that are initiated prior to such termination pursuant to separate written agreements.

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

Article V. Approval

Riverbend Water Resources District

TexAmericas Center

By: 

By: 

Printed Name: Kyle Doyley

Printed Name: Scott Norton

Title: Exec. Dir. / EEO

Title: Exec. Dir. / CEO

Date: 1/25/2023

Date: 1/25/2023