

MEMORANDUM OF UNDERSTANDING

Between and Among

City of Rockport, Aransas County, Town of Fulton and Aransas County Navigation District

1. Purpose

This Memorandum of Understanding states an agreement in principle and mutual intentions with respect to cooperation and joint support for pursuing various strategies and funding intended to enhance Little Bay water quality.

2. Recitals

Whereas, Little Bay is a small, semi-enclosed estuary located in the heart of Rockport where freshwater from Tule Creek (a 2,800-acre urbanized watershed) mixes with salt water from Aransas Bay; and

Whereas, Little Bay provides important ecological functions, including flood protection, water filtering and marine habitat, as well as supporting the local tourism industry by providing opportunities for both residents and visitors to fish, kayak, boat, jet-ski, and watch birds; and

Whereas, Seagrasses are a foundation of healthy marine ecosystems. Seagrasses act as the first line of defense along coasts by reducing wave energy, protecting people from the increasing risk of floods and storms and are considered among the most productive estuarine habitats in the world. Little Bay was home to about 300 acre-feet of seagrass in the early 2000s. Direct and indirect impacts from incremental development of the Little Bay watershed and Live Oak Peninsula led to degradation of water and sediment quality to the extent seagrasses have disappeared from Little Bay and could no longer survive after about 2005; and

Whereas, it is to the benefit of Rockport residents and the local economy to improve Little Bay water quality so it once again sustains seagrass, a generally accepted indicator of a healthy coastal ecosystem; and

Whereas, The Little Bay Restoration Initiative (Initiative) is a Tier 1 priority project in the current Texas Coastal Resilience Plan (2023). The Initiative includes four elements that are jointly supported by the City of Rockport, Aransas County, Town of Fulton and the Aransas County Navigation District.

3. Statement of Mutual Intent

Now, therefore, be it resolved the undersigned organizations agree in principle to jointly pursue funding for the Initiative as outlined below and projects related thereto:

Evaluate, select, and implement Best Management Practices to reduce impacts due to point-source and nonpoint-source inflows.

- Evaluate sediment quality to identify substances that may require focus.
- Wastewater treatment plant upgrades for irrigation/potable reuse.
- Landscape modifications to increase retention time, including HOA education.
- Other actions to cost-effectively improve water quality such as the proposed Tule Lake marsh creation.

Evaluate, select, and implement circulation improvements to enhance water quality, including widening and deepening existing channels and creation of new circulation inlets or other similar projects.

- Assess maintenance requirements and identify responsible entities.

Construct a living shoreline to provide new marsh habitat and protect critical infrastructure from erosion.

- Include larger wetlands within the bay at each outfall for added filtration.
- Include vegetated stormwater filters upstream from all outfalls that are upland of the shoreline.

Evaluate and implement plans for beneficial use of dredged material to construct the living shoreline and to restore and stabilize eroded rookery islands.

- Include evaluation of the potential use of sand from the U.S. Army Corps of Engineers Aransas Bay open-water disposal sites.

4. Cooperation on Grants and Funding

The parties agree to join in, support, and, where appropriate, co-sign any grant or funding applications that one or more of the parties may prepare for submission to federal, state, or other granting agencies to advance the Initiative and related projects.

5. Non-Binding Nature

This MOU expresses the current intentions of the parties but does not create legally enforceable obligations or financial commitments. Any future binding and implementing agreements will be subject to separate negotiations and formal approval by each party's governing body.

6. Term and Modification

This MOU shall become effective upon the last date of signature below and shall remain in effect for three (3) years unless terminated earlier by mutual written consent or superseded by a subsequent binding agreement. The parties may amend this MOU in writing at any time by mutual agreement.

7. General Provisions

Good Faith Cooperation: Each party shall act in good faith to advance the objectives set forth herein.

No Third-Party Rights: Nothing in this MOU confers rights or benefits on any third party.

Severability: If any provision is deemed invalid, the remainder shall remain in effect.

Executed on the dates set forth below.

City of Rockport

By: _____
Mayor

Date: _____

Attest:

By: _____
City Secretary

Aransas County

By: _____
County Judge

Date: _____

Attest:

By: _____
Clerk of the Court

Aransas County Navigation District

By: _____
Chairman

Date: _____

Attest:

By: _____
Harbor Master

Town of Fulton

By: _____
Mayor

Date: _____

Attest:

By: _____
City Secretary