

MEMORANDUM OF AGREEMENT
by and between
CITY OF MISSION
and
THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK
FORCE PARTNERSHIP, INC.
for preparation of a Regional
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Program Plan
For the Lower Rio Grande Valley TPDES Stormwater Task Force

This Memorandum of Agreement (hereafter termed “**MOA**”) is entered into by and between **CITY OF MISSION**, a political subdivision of the State of Texas (hereafter referred to as “**CITY**”) and **THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as “**TASK FORCE**”), a 501(c)3 Not-for Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals, other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

- 1.01** **CITY** and **TASK FORCE** agree to enter into this **MOA** as a manner by which **TASK FORCE** can actively participate in this **CITY’S** effort to respond and comply with the *Texas Commission on Environmental Quality* (“**TCEQ**”) *TPDES Phase II Stormwater Rules* for the 5th MS4 (municipal separate stormwater sewer system) permit period to begin in 2024. **CITY** desires to participate in the development of a Regional TPDES Stormwater Permit Application, since such participation will provide **CITY** with:
- A. A cost-effective approach in developing its Stormwater MS4 program.
 - B. A regional strategy to assure local resources are shared and utilized effectively.
 - C. Compliance support to include technical, administrative, and training tasks.
- 1.02** **TASK FORCE** desires to participate in the development of a Regional Texas Pollutant Discharge Elimination System (“**TPDES**”) Stormwater Permit Application, since such participation will provide **TASK FORCE** with an avenue for students and stakeholders to:
- A. Provide research and educational opportunities, including allowing students of all ages to prepare official municipal documents for compliance with federal and state environmental regulations.

- B. Gain knowledge and experience in the process and procedures of technical, financial, and managerial compliance with governmental environmental regulations.
- C. Provide capacity development experiences to the entire spectrum of stakeholders to promote collaborative and mutually beneficial regional economic development; and,
- D. Study, research, and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2 TERM

- 2.01** *Fixed Term:* This **MOA** commences on the date of execution of final signature and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this **MOA**.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **TASK FORCE**, this **MOA** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This **MOA** may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party.

SECTION 3 CONSIDERATION

- 3.01** *Fee:* **CITY** agrees to pay **TASK FORCE** **\$8,000.00**. Payment of such fee is due in one single payment, tendered by check or wire transfer, payable to **TASK FORCE** and delivered at the address indicated in Section 5.01 of this **MOA**. Payment must be made within fourteen (14) days after execution of this **MOA**. Failure of **CITY** to make such payment within the prescribed time, and without a written extension from **TASK FORCE**, will result in this **MOA** terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **CITY**:
 - A. **CITY** will provide information and documentation requested by **TASK FORCE** within two (2) weeks. **CITY** will assign a point of contact to oversee this project, and provide to **TASK FORCE**, in writing, the name and contact information of the point(s) contact. **CITY** will perform field work and any other effort necessary to fulfill a request by **TASK FORCE** associated with this item 4.01(A), if necessary.

- B. **CITY** will be responsible for paying the fee as detailed in Section 3.01 of this Agreement and any fees due to the TCEQ to assure the MS4 permit is provided to the **CITY** by the TCEQ.
- C. The **CITY** may make recommendations to **TASK FORCE**.
- E. **CITY** shall submit SWMP and NOI to TCEQ upon completion, but prior to any deadlines established by the TCEQ. **TASK FORCE** shall provide guidance and assure timely submittal of all MS4 permit documents.

4.02 The following rights and duties will be held or performed by **TASK FORCE**:

- A. Governance:
 - 1. **TASK FORCE** will provide **CITY** with an update of the work progress as requested.
 - 2. **TASK FORCE** will provide the following pursuant to TCEQ regulations:
 - a. Regional Stormwater Management Program (SWMP) Plan
 - b. Notice of Intent (NOI). NOI is identified as TCEQ Form 20368.
 - 3. **TASK FORCE** shall provide guidance.
- B. **TASK FORCE** will formulate and propose to the **CITY**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- C. Funding paid to **TASK FORCE** will be utilized by **TASK FORCE** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal, and food expenses associated with meetings and events, and communication related expenses.
- D. **TASK FORCE** is authorized to utilize funding to leverage grant funds, provide and support outreach activities, to support outreach events, and for sponsorships for environmental and educational events.
- E. Implementation of the BMPs included in the SWMP is beyond the scope of this **MOA** but may be included within the scope of Task Force membership agreement held with the current Task Force fiscal agent.

**SECTION 5
MISCELLANEOUS**

- 5.01** *Addresses*: Fee payment or notices required under this **MOA** may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY**

and/or **TASK FORCE** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY: CITY OF MISSION
Juan Terrazas
1201 E 8th St.
Mission, TX 78573-5812
(956) 227-7934
jpterrazas@missiontexas.us

TASK FORCE: TASK FORCE
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrero@lrgvstormwatertaskforce.org
956-929-7189

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this **MOA** will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this **MOA**. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this **MOA**, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 **MOA**, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the **MOA** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **TASK FORCE**.
- 5.04** Applicable Law: This **MOA** is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this **MOA** and held by **CITY** and **TASK FORCE** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **TASK FORCE** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **MOA**.
- 5.06** Non-waiver: A waiver by either **CITY** or **TASK FORCE**, or both, of any obligation, duty, or covenant of this **MOA** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **MOA**.
- 5.07** Counterparts: This **MOA** can be executed in multiple counterparts, each of which is declared an original.

- 5.08** Severability: If any clause or provision of this **MOA** is illegal, invalid, or unenforceable under present or future law, **CITY** and **TASK FORCE** intend that the remaining clauses or provisions of this **MOA** will not be affected and will remain in full force and effect.
- 5.09** Entire MOA: This **MOA** contains the final and entire **MOA** between **CITY** and **TASK FORCE**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this **MOA** and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this **MOA**.
- 5.11** Nondiscrimination: **CITY** and **TASK FORCE**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this **MOA**.
- 5.12** Dispute Resolution:
- A. Any controversy claim or dispute between **CITY** and **TASK FORCE** regarding this **MOA** relating to the provisions of this **MOA** or the breach, termination or validity thereof shall, upon written request of any party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
 - B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
 - C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas. Any notice of dispute tendered by **CITY** should be addressed to Mr. Javier Guerrero of the **TASK FORCE**.

EXECUTED the _____ day of _____, 2023, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY COUNCIL**.

**“CITY”
CITY OF MISSION**

By: _____
Norie Gonzalez Garza
Mayor

ATTEST:

By: _____
Arcelia L. Felix
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____ day of _____, 2023, by **TASK FORCE**, by its duly authorized officer.

**“TASK FORCE”
LRGV TPDES STORMWATER TASK FORCE
PARTNERSHIP, INC.**

By: _____
Javier Guerrero
Executive Director