

MEMORANDUM OF AGREEMENT
by and between
CITY OF MISSION
and
THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK
FORCE PARTNERSHIP, INC.
for Representative Appointment to the Regional Lower Rio Grande Valley
TPDES Stormwater Task Force
MOA #R-RGV-TF-2023-00051

This Memorandum of Agreement (hereafter termed “**MOA**”) is entered into by and between the **CITY OF MISSION** (hereafter referred to as “**CITY**”), and **THE LRGV TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as “**STFP**”), 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 **STFP** agree to enter into this MOA as a manner by which **CITY** and **STFP** can actively participate in a regional LRGV TPDES Stormwater Task Force (hereafter referred to as **Task Force**) formed to respond and aid compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules* (“**Rules**”) and other pertinent issues as needed.
- 1.02** **CITY** and **STFP** desire to accomplish the goals of responding and complying with the **Rules** through the formation of a regional **Task Force**, established and managed by **STFP**.
- 1.03** **STFP** desires to participate in the establishment and management of the regional **Task Force**, since such participation will provide **STFP** with an avenue for students to:
- A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule making, and committee process;
 - B. Gain supervisory, organizational, and executive skills through the creation of the **Task Force** body, the implementation of the **Task Force** by-laws and policies, creation and submission of **Task Force** agenda and minutes, and budget creation;
 - C. Gain experience about the interfacing, communication, and interaction between **STFP** and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

**SECTION 2
TERM**

- 2.01** *Fixed Term:* This MOA commences on **11/01/23**, will be effective for exactly five (5) calendar years, and will terminate **10/31/28**, unless extended according to section 2.02 of this MOA.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **STFP**, 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, sent to the address indicated in Section 5.01 of this MOA.

**SECTION 3
CONSIDERATION**

- 3.01** *Fee:* **CITY** agrees to pay to **STFP** a **Task Force** membership contribution of **\$19,051.20**. Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to **STFP** and delivered to the address indicated in Section 5.01 of this MOA. Initial payment must be made within ten (10) days after execution of this MOA. Subsequent payments shall be made by the 10th day of October of each calendar year. Failure of **CITY** to make such payment within the subscribed time, and without a written extension from **STFP**, may result in this MOA terminating.

**SECTION 4
RIGHTS AND DUTIES**

- A.01** The following rights and duties will be held or performed by **CITY**:
- A.** **CITY** will provide one representative to the **Task Force**. Such a representative must be chosen by majority vote of the Board, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **STFP**.
 - B.** The **CITY**'s representative will serve a term that commences on the date of execution of final signature and will terminate exactly five (5) calendar years from date of execution, unless extended according to section 2.02 of this **Agreement**. A replacement representative may be appointed by the **CITY** through written notification at any time during the performance period.
 - C.** The **CITY**'s representative will be subject to the bylaws, policies, rules and procedures of the **Task Force**. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the **Task Force**. If expulsion occurs,

the **CITY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.

- D. The **CITY**'s representative will act as the liaison between the **CITY** and the **Task Force**, apprising each entity of the other's objectives. The representative will brief the Board, or other municipal entity responsible for **Task Force** participation, a minimum of once quarterly.
- E. Each **CITY** having representation on the **Task Force** will be responsible for paying a membership fee as detailed in Section 3.01 of this Agreement.
- F. The **CITY** may make recommendations to the **Task Force** regarding the fee assessment, expenditures, or other financial matters; however, the **Task Force** is not bound by such recommendations.

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

- A. **STFP** will formulate and facilitate the bylaws, policies, rules and procedures by which the **Task Force** will be governed. **STFP** will provide **CITY** with a copy of such by-laws, policies, rules and procedures, as warranted.
- B. **STFP** will formulate and propose to the **Task Force**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. For each method or approach proposed, **STFP** will assist with educational outreach, training, and information to facilitate compliance.
- C. **STFP** will assist with research and educational services and technical support to the **Task Force**, and for any adopted methods and approaches for compliance. **STFP** will not participate in the implementation of the **CITY**'s stormwater management program (SWMP) unless otherwise specified in **Section 4.03**.
- D. **STFP** will manage the **Task Force** administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- E. The **Task Force** will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the **Task Force**, **STFP** will assist with the financial management and policy of the **Task Force**.
- G. **STFP** will assist the **Task Force** with the management of any funding acquired by the **Task Force**. This does not apply to the funding provided by this MOA. The management of **Task Force** funding will adhere to the by laws of the organization.
- H. Membership fees paid to **STFP** will be earmarked in a separate **STFP** account for use only by **STFP** for the **Task Force**. Any unappropriated funds will be carried

over.

- I. Membership fees paid to **STFP** will be utilized by **STFP** 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.
- J. **STFP** is authorized to utilize membership fees to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for sponsorships for environmental and educational events.
- K. **STFP** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
- L. **STFP** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations on behalf of **CITY**. This funding, if any, shall be provided at the discretion of **STFP**.

4.03 *SWMP Implementation:* **STFP** will support the **CITY** in implementing a portion of its SWMP by assisting with research and educational services and technical support with specific Best Management Practices (BMPs). The overall completion of the BMPs is the sole responsibility of the **CITY**.

**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 **STFP** 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
Abel Bocanegra
1201 E. 8th St.
Mission, Texas 78572
abocanegra@missiontexas.us

STFP: 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 **STFP**.
- 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 **STFP** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **STFP** 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 **STFP**, 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 **STFP** 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 agreement between **CITY** and **STFP**, 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 **STFP**, 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 **STFP** relating to the provisions of this MOA or the breach, termination or validity thereof shall upon written request of either 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 Javier Guerrero, Executive Director, **STFP**.

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: _____
Anna Carrillo
City Secretary

ACKNOWLEDGMENT

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

**“SWTF”
LOWER RIO GRANDE VALLEY TPDES
STORMWATER STFP PARTNERSHIP, INC.**

By: _____
Javier Guerrero
Executive Director