



## MEMORANDUM OF UNDERSTANDING

BETWEEN THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION AND

CITY OF MISSION

REGARDING THE DISTRIBUTION AND MAINTENANCE OF BICYCLE AND PEDESTRIAN

COUNTER EQUIPMENT

**WHEREAS**, the Rio Grande Valley Metropolitan Planning Organization (“RGVMPO”) is responsible for carrying out a continuing, cooperative, and comprehensive multimodal transportation planning and implementation process in the Rio Grande Valley (“RGV”); and

**WHEREAS**, the Valley Baptist Legacy Foundation awarded funding to the Lower Rio Grande Valley Development Council (LRGVDC) in 2020 to purchase eighteen (18) permanent bicycle and pedestrian counters for deployment throughout the RGV; and

**WHEREAS**, the RGVMPO provided technical assistance for the deployment and use of these counters in support of regional active transportation planning; and

**WHEREAS**, under Subtask 5.3: Traffic Counts / Bicycle and Pedestrian Counts of the FY 2024–2025 Unified Planning Work Program (UPWP), the RGVMPO established the goal of collaborating with local entities to collect and manage traffic, bicycle, and pedestrian data; and

**WHEREAS**, to this end, in 2024, the RGVMPO procured additional batteries and data loggers through federal planning funds to extend the functional life of the equipment; and

**WHEREAS**, the City of Mission (“LOCAL GOVERNMENT”) desires to enter into this MOU with the RGVMPO to provide for the one-time distribution of such equipment to the LOCAL GOVERNMENT and to clearly define each Party’s role and responsibilities; and

**WHEREAS**, the Parties recognize the importance of accurate bicycle and pedestrian data collection to improve regional planning, mobility, and safety.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

## I. PURPOSE AND BACKGROUND

This Memorandum of Understanding (“MOU”) is entered into by and between the RGVMPPO and the LOCAL GOVERNMENT to establish the terms for the one-time distribution of bicycle and pedestrian counter equipment (including, but not limited to, batteries and/or data loggers), and to outline the Parties’ respective responsibilities regarding the ongoing operation, maintenance, and data management of the equipment.

## II. AGREEMENT

### II.1 Equipment Distribution

The Parties agree that RGVMPPO will distribute the following equipment to the LOCAL GOVERNMENT on a one-time basis:

- Four (4) Batteries
- Two (2) Data Loggers

This equipment is intended to restore functionality to previously installed counters within the LOCAL GOVERNMENT’s jurisdiction.

### II.2 Ownership and Responsibility

Upon receipt, the equipment becomes the sole property of the LOCAL GOVERNMENT. The LOCAL GOVERNMENT assumes full responsibility for:

- Installation and configuration of the equipment;
- Ongoing maintenance and repair (should the LOCAL GOVERNMENT choose to undertake any such maintenance and repair);
- Replacement of parts or devices as necessary (should the LOCAL GOVERNMENT choose to undertake any such replacement of parts or devices); and
- Data access and ensuring proper functionality for data accuracy.

### II.3 Data Access and Coordination

RGVMPO may, at its discretion, provide access to the Eco-Visio data platform to assist the LOCAL GOVERNMENT in managing and interpreting collected data.

The LOCAL GOVERNMENT agrees to share collected bicycle and pedestrian count data with RGVMPPO upon request, for the purpose of supporting regional active transportation planning efforts.

## **II.4 Limitations**

This distribution is a one-time provision. The Parties agree that RGVMPPO is under no obligation to provide future equipment, replacement parts, or technical support. No financial commitment beyond this one-time distribution is implied or guaranteed by this agreement.

## **II.5 Mutual Hold Harmless Clause**

**THE PARTIES AGREE TO HOLD EACH OTHER HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, OR EXPENSES THAT MAY ARISE FROM THE DISTRIBUTION, INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT PROVIDED UNDER THIS MOU.**

## **III. TIME PERIOD**

The terms of this MOU shall become effective on the date of the last signature affixed below. The LOCAL GOVERNMENT shall be responsible for the reasonable care, operation, and data use of the equipment provided under this MOU during its functional life. The LOCAL GOVERNMENT shall have no obligation to replace the equipment if it fails, reaches the end of its useful life, or otherwise becomes inoperable. To the extent that Sections III and II.2 conflict with each other, Section III controls.

## **IV. MISCELLANEOUS PROVISIONS**

### **IV.1 Conflict with Applicable Law.**

Nothing in this MOU shall be construed so as to require the commission of any act contrary to law. Whenever there is a conflict between any provision of this MOU and any present or future law, ordinance, regulation, order, or decree to which the Parties cannot legally contract, the latter shall prevail. In such an event, the affected provision shall be modified only to the extent necessary to comply with legal requirements.

### **IV.2 No Waiver.**

No waiver by either Party of any breach of any provision of this MOU shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision.

### **IV.3 Entire Agreement.**

This MOU contains the entire agreement between the Parties regarding the subject matter hereof. This MOU may only be modified or amended by a written agreement executed by both Parties.

#### **IV.4 Texas Law to Apply.**

This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties consent to personal jurisdiction in Hidalgo County, Texas.

#### **IV.5 Additional Documents.**

The Parties agree to execute such other instruments and documents as may become necessary to carry out the terms of this MOU.

#### **IV.6 Successors.**

This MOU shall be binding upon and inure to the benefit of the Parties and their respective administrators, legal representatives, successors, and permitted assigns.

#### **IV.7 Assignment.**

This MOU shall not be assignable.

#### **IV.8 Headings.**

The headings and captions are solely for convenience and shall not affect interpretation of any provision.

#### **IV.9 Gender and Number.**

All pronouns used herein shall be deemed to include the other gender, and the singular shall include the plural as appropriate.

#### **IV.10 Authority to Execute.**

The execution and performance of this MOU have been duly authorized by all necessary laws and actions of the Parties, and this MOU constitutes the valid and enforceable obligations of the Parties.

#### **IV.11 Non-Discrimination.**

This MOU and all related activities shall be conducted in compliance with applicable non-discrimination laws, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.

#### **IV.12 Appendix II To CFR 200-Contract Provisions.**

If applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference.

#### **IV.13 Governmental Purpose.**

Each Party affirms that this MOU is entered into for the purpose of providing governmental services or functions and will be funded out of current revenues.

#### **IV.14 Commitment of Current Revenues Only.**

If during any term of this MOU the governing body of either Party does not appropriate sufficient funds to meet its obligations, either Party may terminate this MOU upon ninety (90) days' written notice. Each Party will use best efforts to secure funds necessary for performance. This right is intended as a continuing right to terminate pursuant to Tex. Loc. Gov't Code § 271.903.

#### **IV.15 Notices.**

All notices, requests, or other communications required or permitted under this MOU shall be in writing and shall be deemed given (i) when delivered personally; (ii) when sent by certified mail, return receipt requested, postage prepaid; or (iii) when sent by nationally recognized overnight courier, to the addresses designated by each Party. Either Party may update its notice address by providing written notice to the other.

#### **For the RGVMPPO:**

RGVMPO  
c/o Executive Director  
617 W University Dr.  
Edinburg, TX 78539

#### **For the City of Mission:**

City of Mission  
c/o Mayor  
1201 E. 8<sup>th</sup> St.  
Mission, Texas 78572

#### **IV.16 Counterparts / Electronic Signatures.**

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Signatures transmitted electronically (including by PDF or similar format) shall be deemed valid and binding as original signatures.

**IV.17 Survival.**

Any provisions of this MOU that by their nature are intended to survive termination, including but not limited to data-sharing obligations (Section II.3) and the Mutual Hold Harmless Clause (Section II.5), shall remain in full force and effect notwithstanding termination or expiration of this MOU.

**V. AUTHORIZED SIGNATURES**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives:

For the RGVMPPO

Signature: 

Name: Michael Medina, PTP

Title: Executive Director

Date: Nov. 13, 2025

For City of Mission

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_