

MEMORANDUM OF AGREEMENT

by and between
CITY OF MISSION
and

The LRGV TPDES Stormwater Task Force Partnership, Inc.
for preparation of Texas Water Development Board Flood Infrastructure Fund
Program Grant applications
MOA #R-RGV-TF-2024

This Memorandum of Agreement (hereafter termed “**MOA**”) is entered into by and between the **CITY OF MISSION** (hereafter referred to as “**CITY**”) a political subdivision of the State of Texas, 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 service organizations, and community residents for the benefit of the collaborating organizations, their clients, and community residents.

SECTION 1 PURPOSE

- 1.01** **CITY** and **TASK FORCE** agree to enter into this **Agreement** as a manner by which **CITY** and **TASK FORCE** can actively collaborate in: 1) the development of two (2) project strategies detailed in the Region 15 Flood Report of the TWDB Flood Infrastructure Fund program; and 2) the development of separate grant applications for each strategy to be submitted to the TWDB FIF program during the program’s 2nd funding cycle tentatively due March 15, 2024. The **CITY** and **TASK FORCE** will partner with Hidalgo County, the City of Alton, City of Palmview, City of Palmhurst, and the City of La Joya as part of a regional coalition on these projects.
- 1.02** **CITY** and **TASK FORCE** agree to identify the two (2) strategies as follows: 1) Strategy 1 is the development of a holistic HUC flood protection study targeting a region identified as Cluster 1 in Figure 1. Cluster 1 consists of Hidalgo County, City of Alton, City of Palmview, City of Palmhurst, City of Mission and the City of La Joya. As part of the on-going Lower Rio Grande Valley Development Council (LRGVDC) Planning study funded by the TWDB FIF (1st funding cycle), the Task Force local governments were divided into seven (7) Clusters. This will allow complementing holistic flood protection projects to develop urban hydrologic models for each strategic Cluster; and 2) Strategy 2 is the development of a flood warning system. The flood warning system will be networked with each Cluster. This strategy will develop a flood warning system that will be networked with the Valley-wide system, currently being developed by the aforementioned on-going LRGVDC Planning study.

- 1.03** **TASK FORCE** and **CITY** in the development of these strategies will work with Hidalgo County, City of Alton, City of Palmhurst, City of Palmview, and the City of La Joya, Texas A&M University – Kingsville (TAMUK), University of Texas – Rio Grande Valley (UTRGV) and Research, Applied Technology, Education and Service, Inc. Other partners will be engaged if during the process of the development of the scope of work, the need is presented.
- 1.04** **TASK FORCE** and **CITY seek** to establish and expand the Task Force coalition by working together, sharing resources, and by collectively establishing a state-wide network of partners. The coalition’s local research topics have primarily focused on urban water issues, but the coalition has expanded its mission to include regional watershed topics, rural and agricultural water issues, and coastal projects.
- 1.05** The **CITY** desires to participate in the development of this project strategy because the **CITY’s** service region is currently growing rapidly, and presented with numerous environmental challenges, thus, the need for a highly skilled professional to assist the **CITY** with water quality, watershed, and non-point source (NPS) pollution programs is paramount.
- 1.06** **TASK FORCE** and **CITY** desire to participate in this partnership because such participation will provide **TASK FORCE** and **CITY** with an avenue to offer educational opportunities for students or researchers to gain:
- A. knowledge and experience in the process and procedures of governmental environmental regulation, rulemaking, and committee process.
 - B. supervisory, organizational, and executive skills through the participation in **CITY** initiatives, participatory research opportunities, and creation and submission of **CITY** agenda items, and budget creation; and,
 - C. exposure to communication and interaction between federal agencies, state agencies, and local governments, thus aiding the students in speaking publicly, presenting issues, and expounding opinions.
- 1.07** **TASK FORCE** and **CITY** further desire to participate in this partnership because such participation will provide **TASK FORCE** and **CITY** with another avenue to offer opportunities for researchers, staff, and faculty affiliates to render or gain:
- A. educational, training, and community service in furtherance of the **TASK FORCE’s** and **CITY’s** published vision and mission to forge a path to a better life and to engage with coastal communities so that they prosper economically through thoughtful innovations and impactful programs.
 - B. supervisory, organizational, and governmental skills through the participation in **CITY** initiatives, participatory research opportunities, and budget management; and,

- C. experience about the interfacing, communication, and interaction between federal agencies, state agencies, and local governments; thus, actively participating in master planning, regional development, engineering innovations, environmental mitigation, and grant development.

**SECTION 2
TERM**

- 2.01** *Fixed Term:* This MOA commences on **2/01/24** and will be effective for exactly one (1) calendar year and will terminate **1/31/25** (the “Fixed Term”), 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 subsequent one (1) year performance period (an “Extension Term”).
- 2.03** *Cancellation:* This MOA may be cancelled prior to the expiration of the Fixed Term or 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:* There is no fee for the development of the two (2) grant applications.

**SECTION 4
RIGHTS AND DUTIES**

- 4.01** The following rights and duties will be held or performed by **CITY**:
 - A. **CITY** will provide one representative to the grant team. The individual appointed to the grant team is JP Terrazas, Asst. City Manager.
 - B. The **CITY**’s representative will act as the liaison between the **CITY** and the Grant team, apprising each entity of the other’s objectives. The representative will brief the **CITY** leadership as warranted.
 - C. The **CITY** representative may make recommendations to the **grant team** on behalf of the city.
 - D. **TASK FORCE** and its partners will assign representation to the **grant team**.
 - E. **TASK FORCE** will manage the administration, including meetings, and efforts pertaining to the methods and approaches for development of the grant applications.
 - F. During the development of the two (2) grant applications, the planning team will determine the fiscal agent for the Cluster 1 grant submittals. The selection will be determined by evidence that provides the grant projects with the best opportunity for funding. Any additional authorizations required by the partners will be adhered

to.

- G. The Cluster 1 partnership will submit the TWDB Abridged Grant application by March 15, 2024. If the deadline changes, the partnership will meet the new deadline. If the abridged grant application is selected by the TWDB, the Cluster 1 partnership will develop the full proposal pursuant to guidance from the TWDB award team and pursuant to this MOA.

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* 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. A party can change the notice address by sending to the other parties' written indication of the new address. Notices should be addressed as follows:

CITY OF MISSION

City of Mission- Mission City Hall
JP Terrazas
1201 E. 8th St.
Mission, TX 78572
(956) 580.8650
jpterrazas@missiontexas.us

TASK FORCE: LRGV TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrerpo@office.ratesresearch.org
956-929-7189 (cell)

- 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 parties in writing, sent pursuant to Section 5.01 of this MOA, within fourteen (14) 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 that of independent contractors, between the parties. None of the parties may bind one or both of the others or otherwise act in any way as the representative of the others, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This MOA is not intended to make employees of any party into employees

of the others; nor is it intended to make the employees of any party entitled or eligible to participate in any benefits or privileges given or extended by any other party to its employees.

- 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 each party are cumulative and the exercising of one will not exclude exercising another. Each party has 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 any or all the parties 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, the parties intend that the remaining clauses or provisions of this MOA will not be affected and will remain in full force and effect if the essential terms of this MOA remain valid, legal, and enforceable.
- 5.09** Entire MOA: This MOA contains the final and entire agreement between the parties, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Assignment: This MOA is assignable only with the written consent of the other parties. Any purported transfer without such consent will be void.
- 5.11** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this MOA and performable by any of the parties 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.
- 5.12** Nondiscrimination: The parties, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, disability, citizenship status, veteran status, sexual orientation, gender identity, or genetic information in the performance of the terms, conditions, covenants and obligations of this MOA.
- 5.13** Immunities: Nothing in this Agreement is intended to, and **TASK FORCE** and **CITY** does not hereby waive, release or relinquish any right to assert any of the defenses **TASK FORCE** or **CITY** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **TASK FORCE** or **CITY** as to any claim or action of any person, entity, or individual against **TASK FORCE** or **CITY**.

5.14 Commitment of Current Revenues Only: In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of CITY under this MOA, CITY may terminate this MOA upon ninety (90) days written notice to TASK FORCE. CITY agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this MOA. The parties intend this provision to be a continuing right to terminate this MOA at the expiration of each budget period of CITY. Agreements for the acquisition, including lease of real or personal property under Tex.Local.Govt. In the event that, during any term hereof, the Commissioner’s Court does not appropriate sufficient funds to meet the obligations of CITY under this MOA, CITY may terminate this MOA upon ninety (90) days written notice to the other parties, CITY agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the MOA. The parties intend this provision, if applicable, to be a continuing right to terminate this MOA at the expiration of each budget period of CITY in accordance with Tex Local Govt. Code §271.903.

EXECUTED the _____ day of _____, 2024, 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

EXECUTED the _____ day of _____, 2024 by TASK FORCE, by its duly authorized officer.

“TASK FORCE”

By:  _____
Javier Guerrero
Executive Director