

MEMORANDUM OF UNDERSTANDING BETWEEN REGION ONE EDUCATION SERVICE CENTER AND THE CITY OF MISSION

This Memorandum of Understanding (“MOU”) is entered into by Region One Education Service Center and the City of Mission for the purpose of achieving the various goals and objectives relating to the GROW RGV, Tree Canopy Project. This agreement will be effective from November 1, 2025, to December 31, 2027.

This Partnership seeks to improve tree care practices and policies with 7 “Crucial Greening Communities” in the RGV. “Crucial Greening Communities” have lower tree canopy coverage and higher heat island temperatures than recommended by the US Forest Service. All trees within a city make up an “Urban Forest.” This partnership seeks to increase the size of Mission’s Urban Forest by planting 700 climate resilient trees in public parks, trails, green spaces, and private residences.

This Partnership acknowledges that it is vital to improve tree care practices that increase the health, growth, canopy, and longevity of Community Trees.

I. Roles and Responsibilities for Region One Education Service Center

1. Provide 700 trees of various species and sizes to Mission & residents.
2. Provide tree care “Best Practices” trainings to Mission Staff and residents. Provide “Native Plant Society of Texas” classes to 6 Staff members to become **Certified** in Native Landscape Maintenance with the goal of increasing employee wages as they increase their knowledge and abilities to provide better tree care for the community.
3. Provide \$10,000 worth of “water-wise irrigation” for proper watering of trees. \$1,000 worth of mulch & \$1,000 worth of organic compost to be applied during planting.
4. Collaborate with UTRGV- Agroecology students to assist with tree data collection, social media and limited tree planting assistance for residents who “adopt a tree.”

II. Roles and Responsibilities for the City of Mission

1. Improve tree care practices within all departments providing any tree planting or tree maintenance. These practices should follow the most current ISA- International Society of Arboriculture guidelines and Appendix A- Standards and Specifications for Purchasing, Planting, and Maintaining young trees.
2. Always apply the “Right tree, right place” decision process when choosing the location for a specific tree species.
3. Use 3” of mulch on all newly planted trees and train ground crews how to reduce grass and weeds from growing into the mulched tree rings.
4. Assure that all newly planted trees are properly watered to maximize growth and root development. Allow the strongest lower limbs to remain on the tree to increase trunk diameter.
5. Help organize “Tree Adoptions” for the residents of Mission to receive tree planting and tree care trainings prior to taking their adopted trees home to plant. Help establish a “Social Media” campaign that encourages residents to upload pictures of their newly planted trees and highlights the city’s actions to increase tree diversity and canopy.
6. Allow 6 City employees to take Class 1 & 3 of the Native Plant Society of Texas, Rio Grande Valley Chapter, to receive a Native Landscape Maintenance Certificate. These city employees will be chosen by their willingness to participate in some form of tree care maintenance or supervision of city tree care practices. The city will compensate these “Tree Care” employees for their new skills and abilities to improve the quality of life for Mission residents by increasing the health and quantity of community trees.
7. Collaborate with Region One ESC to leverage the values of increased tree care and tree plantings throughout the Rio Grande Valley.

III. Term and Termination

This MOU shall be effective through December 31, 2027, unless earlier terminated by either party, and shall automatically terminate unless extended or renewed by written agreement, signed by authorized representatives of both parties.

Either party may terminate this MOU, without cause, upon at least sixty (60) days of prior written notice to the other party, with termination effective upon the expiration of the sixty (60) days or as mutually agreed to by the parties.

V. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For the City of Mission:

Name: Brad Bentsen, MCPTM

Title: Director

Address: 721 North Bryan Road
Mission, Texas 78572

Phone: 956-221-1069

Email: bbentsen@missiontexas.us

For Region One Education Service Center:

Name: Dr. Daniel King

Title: Executive Director

Address: 1900 W Schunior
Edinburg, Texas 785

Phone: 956 984-6005

Email: dking@esc1.net

VI. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. Any dispute under this Agreement may be brought in the State and Federal courts located in Hidalgo County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

VII. Entire Agreement

This MOU and the attached and incorporated addendum or exhibit(s), if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, negotiations, or understanding, oral or written, between the parties to this MOU.

VIII. Amendment

This MOU may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

IX. Authorization

By signing below, each party represents that he or she is authorized to execute this MOU and is bound by all terms of the MOU. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

City of Mission

Region One ESC

Signature – Norie Gonzalez Garza

Signature – Dr. Daniel King

Mayor

Executive Director

Title

Title

Date

Date

Attest:

Attest:

Anna Carrillo, City Secretary

Allen Williams, Educational Habitat
Director