



## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into and shall become effective final signature (the "Effective Date"), by and between **Texas A&M University - Corpus Christi ("TAMU-CC")** on behalf of its Harte Research Institute for Gulf of Mexico Studies ("HRI"), an agency of the State of Texas and a member of The Texas A&M University System, and the **City of Port Lavaca, Texas** ("Collaborator" and/or "City"). Member and Collaborator are sometimes hereafter referred to as "Party" individually and as "Parties" collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

### Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to collaboratively identify best practices for floodplain and water pollution management in the City of Port Lavaca, Texas and develop an effective organizing framework to enhance cooperation and coordination between both parties.
- 1.3 HRI has a contract with Texas General Land Office dated September 27, 2024 (GLO Contract No. 24-099-002-E376) titled "The Clean Coast Texas Collaborative, Years 5 and 6". This MOU between TAMU-CC/HRI and the City of Port Lavaca, Texas supports GLO Contract No. 24-099-002-E376 in collaborating to develop the policies, plans, and critical infrastructure needed in coastal communities to assist with managing economic and environmental risks associated with coastal hazards. HRI and the City find that the Texas General Land Office, Clean Coast Texas Collaborative program shall serve as the platform for this MOU. HRI and the City find that efforts under this MOU shall serve to benefit the water quality in the surrounding waters of City.
- 1.4 No direct funds are to be committed by the City or required on behalf of the City in the fulfillment of this MOU.
- 1.5 HRI, through the Clean Coast Texas Collaborative, intends to:
  - 1.5.1 Provide services, staff, and resources to City elected officials, staff, homeowners, businesses, residents and other stakeholders to support best practices for a comprehensive suite of hydrologic and water quality improvements which may include benefits to floodplain management, stormwater management, point source and nonpoint source water pollution management.

- 1.5.2 Deliver workshops, planning services, and/or presentations to the City which may include: sustainable stormwater management, water pollution management, floodplain management, regulatory and non-regulatory approaches to protect water resources, comprehensive planning/smart growth, and/or community resilience at times and locations mutually agreed to by HRI and the City.
- 1.5.3 Provide technical assistance to the City which may include: engineering strategies and/or engineering design services that address water pollution and seek sustainable stormwater management solutions.
- 1.5.4 Provide assistance to the City in pursuit of strategic funding and financing services that support The Clean Coast Texas Collaborative goals for water pollution and sustainable stormwater management.
- 1.5.5 Facilitate information sharing and new partnerships for the City that promote water pollution management education, training and management.
- 1.6 Collaborator intends to:
  - 1.6.1 Share publicly available information and data with HRI that will aid in the evaluation or development of future water pollution management and Clean Coast Texas Collaborative projects and programs, upon request.
  - 1.6.2 Respond in a timely manner to communication between HRI through its key staff members to support the development and implementation of Clean Coast Texas Collaborative projects and initiatives within the City.
  - 1.6.3 Facilitate opportunities for TAMU-CC through its HRI to provide Clean Coast Texas Collaborative updates /reports/actions/approvals to City Council and/or other City sponsored committees, boards, commissions, etc. as mutually agreed to by HRI and the City.
  - 1.6.4 Consider the formal adoption of all or selected sections of: GUIDANCE FOR SUSTAINABLE STORMWATER DRAINAGE ON THE TEXAS COAST (For Nonpoint Source Pollution and Flood Management).
  - 1.6.5 Consider new ordinance(s) or selected revisions to existing ordinance(s) that address water pollution and/or flood management while promoting the goals of both the City and HRI through the Clean Coast Texas Collaborative.
  - 1.6.6 Assist HRI with the development of grant applications and other financial strategies in support of future Clean Coast Texas Collaborative projects, programs and/or initiatives that demonstrate clear benefits to the City. Assistance from the City may include letters of support, resolutions, project reports, financial reports, other documents, etc.

## Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.
- (a) "Confidential information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
  - (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential information only for the Purpose under this MOU and may disclose Confidential information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
  - (c) If the Receiving Party is legally required to disclose Confidential information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party with a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.

- (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.
- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date through September 30, 2027, with an option to renew an additional two (2) years (the "Term"), unless sooner terminated as provided herein. Initial Term with renewal(s) may not exceed a final expiration date of no later than September 30, 2029.
- Should GLO Contract No. 24-099-002-E376 terminate during any period that this MOU is in effect due to loss of funding or GLO determines that the Grant Project has been completed in their estimation and terminates Contract No. 24-099-002-E376, TAMU-CC or HRI will notify the City immediately and this MOU will automatically terminate effective upon GLO Contract termination
- Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TAMU-CC is to be in the county in which the principal office of TAMU-CC's governing officer is located.

- 2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post- marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, **(c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

(a) TAMU-CC: Greg Stunz, Senior Executive Director  
Harte Research Institute  
6300 Ocean Drive, Unit 5869  
Corpus Christi, Texas 78412  
Email: [greg.stunz@tamucc.edu](mailto:greg.stunz@tamucc.edu)

With an electronic copy to: Texas A&M University- Corpus Christi  
Attn: Contracts Administration  
Email: [contracts@tamucc.edu](mailto:contracts@tamucc.edu)

(b) Collaborator: Joanna P. “Jody” Weaver, P.E.  
City Manager  
202 North Virginia, Port Lavaca, TX 77979  
[jweaver@portlavaca.org](mailto:jweaver@portlavaca.org)

- 2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- 2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.12 This MOU is assignable only with the written consent of both Parties.
- 2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.15 Member is an agency of the State of Texas and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of

MOU between TAMU-CC and the City of Port Lavaca,

(OGC template effective 10/5/23)

Texas Clean Coast Texas

(updated 11/3/23)

the State of Texas. Collaborator expressly acknowledges that Member is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas.

- 2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

Texas A&M University-Corpus Christi

City of Port Lavaca, Texas

By: \_\_\_\_\_  
Catherine Rudowsky  
Provost & VP for Academic Affairs  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jack Whitlow  
Mayor  
Dated: \_\_\_\_\_

Recommended by:

By: \_\_\_\_\_  
Michael Wetz  
HRI Endowed Chair  
Coastal Ecosystem Processes  
Dated: \_\_\_\_\_