

**C-21-0637-07-27**  
**MEMORANDUM OF AGREEMENT**  
**by and between**  
**HIDALGO COUNTY**  
**and**  
**RESEARCH, APPLIED TECHNOLOGY, EDUCATION & SERVICE, INC.**  
**(RATES) D.B.A. RATES/RGV**  
**Lower Rio Grande Valley (LRGV)**  
**Regional Watershed Protection Consortium**  
**MOA #R-RGV-TF-2020-00025**

This Memorandum of Agreement (hereafter termed “**MOA**”) is entered into by and between the **COUNTY OF HIDALGO** (hereafter referred to as “**COUNTY**”) a political subdivision of the State of Texas, and **RESEARCH, APPLIED TECHNOLOGY, EDUCATION & SERVICE, INC. (RATES) D.B.A. RATES/RGV** (hereafter referred to as “**RATES/RGV**”), 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** **COUNTY** and **RATES/RGV** agree to enter into this **Agreement** as a manner by which **COUNTY** and **RATES/RGV** can actively participate in the LRGV Regional Watershed Protection Consortium (“**Consortium**”) originally formed to respond and to aid protection of the LRGV watersheds. The **Consortium** consists of Hidalgo County, Willacy County, Cameron County, and the LRGV Development Council. The **Consortium** mission responds to concerns associated with watershed protection and water quality issues (“**Issues**”). The **Consortium** investigates and provides technical support to the water industry that includes irrigation districts, drainage districts, estuary programs, and other water-related organizations.
- 1.02** **COUNTY** and **RATES/RGV** desire to achieve mutually beneficial goals associated with engineering, environmental, economic development, and educational tasks that will provide leadership to the LRGV watershed zones, including the Lower Laguna Madre, Arroyo Colorado, Hidalgo/Willacy Floodway, International Boundary Water Commission (IBWC) Floodway/Pilot Channel, Rio Grande River, and the Raymondville Drain Floodway. The **Consortium** shall oversee externally sponsored projects funded by the U.S. Environmental Protection Agency (USEPA) and the Texas Commission on Environmental Quality (TCEQ) Clean Water Act (CWA) Chapter 319 Non-Point Source (NPS) pollution grant programs. The **Consortium** shall also support externally sponsored projects funded by various sources including, but not limited to: the Texas General Land Office (TGLO) Coastal Management Program (CMP), the Texas State Soil and Water

Conservation Board (TSSWCB), the USEPA Border 2020 program, the Texas Water Development Board (TWDB) and other similar grant programs.

- 1.03 RATES/RGV and COUNTY seek to establish and expand a Consortium** by working together, sharing resources, and by collectively establishing a nationwide network of partners. The **Consortium's** local research topics have primarily focused on urban water issues, but the **Consortium** has expanded its mission to include regional watershed topics, rural and agricultural water issues, and coastal projects. The **COUNTY** service region is currently growing rapidly, and presented with numerous environmental challenges, thus, the need for a highly skilled professional individual to assist the **COUNTY** with water quality, watershed, and non-point source (NPS) pollution programs is paramount. The **Consortium** will oversee environmental grant program tasks, water management planning, NPS mitigation programs, environmental initiatives, and major environmental projects.
- 1.04 RATES/RGV** desires to participate in the establishment and management of the **Consortium** because such participation will provide **RATES/RGV** 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, rule-making, and committee process;
  - B. supervisory, organizational, and executive skills through the participation in **COUNTY** initiatives, participatory research opportunities, and creation and submission of **COUNTY** 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.
- 1.05 RATES/RGV** further desires to participate in the **Consortium** because such participation will provide **RATES/RGV** 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 **RATES/RGV's** published vision and mission to forge a path to a better life and to engage with communities of the LRGV so that they prosper economically through thoughtful innovations and impactful programs;
  - B. supervisory, organizational, and governmental skills through the participation in **COUNTY** 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 12/01/21, and will be effective for exactly three (3) calendar years, and will terminate on 11/30/24 unless extended according to section 2.02 of this MOA.
- 2.02** *Extension:* Upon written, mutual consent of **COUNTY** and **RATES/RGV**, this MOA may be extended for a subsequent three (3) year performance period.
- 2.03** *Cancellation:* This MOA may be canceled 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:* Over the term of this MOA, **COUNTY** agrees to pay to **RATES/RGV** a membership contribution of a total of \$73,000.00 in annual allotments. An initial payment of \$24,000.00 must be made within thirty (30) days after execution of this MOA. Subsequent payments of \$24,000.00 Year 2 and \$25,000.00 Year 3 shall occur on or before January 10<sup>th</sup> on each successive year of the Fixed Term and any Extension Term(s), subject to the Texas Prompt Payment Act. Failure of **COUNTY** to make such payment within the subscribed time or as permitted by law, and without a written extension from **RATES/RGV**, may result in this MOA terminating.

**SECTION 4  
RIGHTS AND DUTIES**

- 4.01** The following rights and duties will be held or performed by **COUNTY**:
- A. **COUNTY** will provide two representatives to the **Consortium**. Such representative must be chosen by the **COUNTY**, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **RATES/RGV**.
  - B. The **COUNTY**'s representative will serve a term not to exceed three (3) calendar years or past December 31<sup>st</sup> of 2024, whichever occurs first, but may be reappointed or replaced by the **COUNTY** through written notification.
  - C. The **COUNTY**'s representative will act as the liaison between the **COUNTY** and the Consortium, apprising each entity of the other's objectives. The representative will brief the **COUNTY**, or other municipal entity responsible for **Consortium** participation, a minimum of once quarterly.
  - D. The **COUNTY**, having representation on the **Consortium**, will be responsible for

paying a membership fee as detailed in Section 3.01 of this MOA.

- E. The **COUNTY** may make recommendations to the **Consortium** regarding the fee assessment, expenditures, or other financial matters; however, the **Consortium** is not bound by such recommendations.

**4.02** The following rights and duties will be held or performed by **RATES/RGV**:

- A. **RATES/RGV** will assign representation to the **Consortium**.
- B. **RATES/RGV** will formulate and facilitate policies, rules, and procedures by which the **Consortium** will be governed. **RATES/RGV** will provide **COUNTY** with a copy of such policies, rules, and procedures, as warranted.
- C. **RATES/RGV** will formulate and propose to the **Consortium**, methods and approaches for compliance with the *Texas Commission on Environmental Quality watershed protection regulations*. For each method or approach proposed, **RATES/RGV** will assist with educational outreach, training, and information to facilitate compliance.
- D. **RATES/RGV** will assist with research and educational services and technical support to the **Consortium**, and for any adopted methods and approaches for compliance. **RATES/RGV** will not participate in the implementation of the **COUNTY**'s storm water management program (SWMP) unless otherwise specified in **Section 4.03**.
- E. **RATES/RGV** will manage the **Consortium** administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality* regulations.
- F. The **Consortium** will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the **Consortium**, **RATES/RGV** will assist with the financial management and policy of the **Consortium**.
- G. Fees paid to **RATES/RGV** will be earmarked in a separate **RATES/RGV** account for use only by **RATES/RGV** for the **Consortium**. Any unappropriated funds will be carried over.
- H. Fees paid to **RATES/RGV** will be utilized by **RATES/RGV** 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.
- I. **RATES/RGV** is authorized to utilize fees to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for

sponsorships for environmental and educational events.

- J. **RATES/RGV** is authorized to utilize fees to accomplish tasks included in **Section 4.03** if any.
- K. **RATES/RGV** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations on behalf of **COUNTY**. This funding, if any, shall be provided at the discretion of **RATES/RGV**.

**4.03** *SWMP Implementation*: Not applicable.

## 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. **COUNTY** and/or **RATES/RGV** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

**COUNTY:**

COUNTY OF HIDALGO

**Representative: Saul Garcia**

Hidalgo County Commissioners Precinct #1

Commissioner David L. Fuentes

1902 Joe Stephens Ave #101

Weslaco, TX 78596

(956) 968-8733 [Saul.garcia@co.hidalgo.tx.us](mailto:Saul.garcia@co.hidalgo.tx.us)

COUNTY OF HIDALGO

**Representative: Velinda Reyes**

Hidalgo County Commissioners Precinct #4

Commissioner Ellie Torres

1501 N Doolittle Rd

Edinburg, Texas 78542

(956) 383-3112

[velinda.reyes@co.hidalgo.tx.us](mailto:velinda.reyes@co.hidalgo.tx.us)

**RATES/RGV:**

RATES/RGV

C/O Jodi Lees

P.O. Box 697

Edinburg, TX 78540

[jelees@ratesresearch.org](mailto:jelees@ratesresearch.org)

956-609-9060 (office)

956-540-9384 (cell)

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this MOA will be suspended during times 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 of this 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 **COUNTY** and **RATES/RGV**.
- 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 **COUNTY** and **RATES/RGV** are cumulative and the exercising of one will not exclude exercising another. **COUNTY** and **RATES/RGV** 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 **COUNTY** or **RATES/RGV**, 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, **COUNTY** and **RATES/RGV** 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 **COUNTY** and **RATES/RGV**, 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** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this MOA and performable by **COUNTY** 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: **COUNTY** and **RATES/RGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin,

disability, citizenship status or genetic information in the performance of the terms, conditions, covenants, and obligations of this MOA.

- 5.12 Additional Documents: The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 5.13 Immunities: Nothing in this Agreement is intended to and **COUNTY** does not hereby waive, release or relinquish any right to assert any of the defenses **COUNTY** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **COUNTY** as to any claim or action of any person, entity, or individual against **COUNTY**.
- 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 **COUNTY** under this Agreement, **COUNTY** may terminate this Agreement upon ninety (90) days written notice to **RATES/RGV**. **COUNTY** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of **COUNTY**. **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 **COUNTY** under this Agreement, **COUNTY** may terminate this Agreement upon ninety (90) days written notice to the other party, **COUNTY** agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of **COUNTY** in accordance with Tex. Local. Govt. Code §271.903.
- 5.15 Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by COUNTY, by its duly authorized agent.

**“COUNTY”  
COUNTY OF HIDALGO**

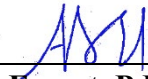
By: \_\_\_\_\_  
**Ricardo F. Cortez**  
County Judge

**ATTEST:**

By: \_\_\_\_\_  
**Arturo Guajardo, Jr.**  
County Clerk

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by RATES/RGV, by its duly authorized officer.

**“RATES/RGV”**

By: \_\_\_\_\_  
  
**Andrew Ernest, P.E., Ph.D.**  
CEO, RATES