

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**HIDALGO COUNTY**  
**and**  
**CAMERON COUNTY**  
**for membership in the Regional South Texas Coastal Consortium**  
**MOA #R-RGV-TF-2023-00041**

This Memorandum of Agreement (hereafter termed “**MOA**”) is entered into by and between the **COUNTY OF CAMERON** (hereafter referred to as “**CAMERON**”) a political subdivision of the State of Texas, and **COUNTY OF HIDALGO**, (“hereafter referred to as “**HIDALGO**”) a political subdivision of the State of Texas.

**SECTION 1**  
**PURPOSE**

- 1.01** **CAMERON** and **HIDALGO**, agree to enter into this **Agreement** as a manner by which they can: 1) actively participate in the Regional South Texas Coastal Consortium (“**Consortium**”) originally formed to respond and to aid protection of the South Texas Coastal watersheds. The **Consortium** consists of Hidalgo County, Cameron County, Refugio County, Brooks County, Kenedy County, Aransas County, Calhoun County, Star County, Kleberg County, Texas A&M University-Kingsville (TAMUK), and the LRGV TPDES Stormwater Task Force Partnership, Inc. Each member will execute a similar MOA with **CAMERON**. 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** The **Consortium** desires to achieve mutually beneficial goals associated with engineering, environmental, economic development, and educational tasks that will provide leadership to the South Texas coastal watershed zones. The **Consortium**, is designated to oversee coastal management projects, shall oversee externally sponsored projects funded by the U.S. Environmental Protection Agency (USEPA), Texas General Land Office (TGLO), Texas Water Development Board (TWDB), Texas State Soil and Water Conservation Board (TSSWCB), Texas Commission on Environmental Quality (TCEQ) Clean Water Act (CWA) Chapter 319 Non-Point Source (NPS) pollution and other grant programs approved by the **Consortium**.
- 1.03** The **Consortium**, by working together and sharing resources, will collectively establish a nation-wide 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.
- 1.04** **CAMERON** desires to participate in the establishment and management of the

**Consortium** because the coastal service region is currently growing rapidly, and presented with numerous environmental challenges, thus, the need for a highly skilled professionals to assist the **Consortium** 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. CAMERON's Department of Natural Resources will provide human resources to facilitate and manage day-to-day operations of the **Consortium**.

## SECTION 2 TERM

- 2.01** *Fixed Term:* This MOA commences on **9/01/23**, and will be effective for exactly five (5) calendar years, and will terminate **8/31/28**, unless extended according to section 2.02 of this MOA.
- 2.02** *Extension:* Upon written, mutual consent of **HIDALGO** and **CAMERON**, this MOA may be extended for a subsequent five (5) year performance period.
- 2.03** *Cancellation:* This MOA may be cancelled 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:* There is no fee for membership at this time. The **Consortium** may opt to recommend the implementation of a membership fee at a later time.

## SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **HIDALGO**:
- A. **HIDALGO** will provide one representative to the **Consortium**. Such a representative must be chosen by **HIDALGO**, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **Consortium**.
  - B. The **HIDALGO** representative will serve a term not to exceed five (5) calendar years or past December 31<sup>st</sup> of 2023, whichever occurs first, but may be reappointed or replaced by **HIDALGO** through written notification.
  - C. The **HIDALGO** representative will act as the liaison between **HIDALGO** and the **Consortium**, apprising each entity of the other's objectives. The representative will brief its Commissioner's Court, or other municipal entity responsible for **Consortium** participation, a minimum of once quarterly.

- E. **HIDALGO** may make recommendations to the **Consortium** regarding business matters; however, the **Consortium** will be managed by Robert's Rules of Order.

**4.02** The following rights and duties will be held or performed by **CAMERON**:

- A. **CAMERON** will assign representation to the **Consortium**.
- B. **CAMERON** will formulate and facilitate policies, rules and procedures by which the **Consortium** will be governed. **CAMERON** will provide the **Consortium** with a copy of such policies, rules and procedures, as warranted. All governance items shall be approved by the **Consortium**.
- C. **CAMERON** will formulate and propose to the **Consortium**, methods and approaches for compliance with the *watershed protection regulations*. For each method or approach proposed, **CAMERON** will assist with educational outreach, training, and information to facilitate compliance.
- D. **CAMERON** will assist with research and educational services and technical support to the **Consortium**, and for any adopted methods and approaches for compliance issues.
- E. **CAMERON** will manage the **Consortium** administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with water and environmental related regulations.
- F. The **Consortium** will oversee the establishment and operation of all financial policies, requirements, and expenditures, if any. As overseer of the **Consortium** and **CAMERON** will assist with the financial management and policy of the **Consortium**. **CAMERON** will serve as the fiscal agent of the **Consortium** if a fiscal agent is needed.

**4.03** *Special Task Implementation*: Not applicable.

## 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. **CAMERON** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

**CAMERON**: COUNTY OF CAMERON  
Commissioner David Garza

Cameron County Commissioners District #3  
1390 West Expressway 77  
San Benito, TX 78586  
[DAGarza@co.cameron.tx.us](mailto:DAGarza@co.cameron.tx.us)  
(956) 247-3533

**HIDALGO**

COUNTY OF HIDALGO  
Saul Garcia  
Office of Commissioner David L. Fuentes  
Hidalgo County Pct. #1  
1902 Joe Stephens ste.101  
Weslaco, TX 78599  
(956) 968.8733  
[saul.garcia@co.hidalgo.tx.us](mailto:saul.garcia@co.hidalgo.tx.us)

- 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 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 joint venture, agency relationship, or any other relationship other than what’s specifically stated in this MOA.
- 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 **CAMERON** and **HIDALGO** are cumulative and the exercising of one will not exclude exercising another. **CAMERON** and **HIDALGO** 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 **CAMERON** and **HIDALGO**, 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, **CAMERON** and **HIDALGO** 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 **CAMERON** and **HIDALGO** 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 **CAMERON** and **HIDALGO** 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: **CAMERON** and **HIDALGO** 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 does not hereby waive, release or relinquish any right to assert any of the defenses, **CAMERON** and **HIDALGO** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **CAMERON** and **HIDALGO** as to any claim or action of any person, entity, or individual against , **CAMERON** and **HIDALGO**.
- 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 , **CAMERON** and **HIDALGO** under this Agreement, **CAMERON** and **HIDALGO** may terminate this Agreement upon ninety (90) days written notice to **CAMERON** and **HIDALGO**. **CAMERON** **HIDALGO** agree, 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 **CAMERON** and **HIDALGO**. **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 **CAMERON** and **HIDALGO** under this Agreement, **CAMERON** and **HIDALGO** may terminate this Agreement upon ninety (90) days written notice to the other party, **CAMERON** and **HIDALGO** agree, 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 \_\_\_\_\_, 2023, by **CAMERON**, by its duly authorized agent, as evidenced by the approval of Commissioner’s Court.

**“CAMERON”  
COUNTY OF CAMERON**

By: \_\_\_\_\_  
**Eddie Trevino**  
County Judge

**ATTEST:**

By: \_\_\_\_\_  
**Name**  
County Clerk

**EXECUTED** the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **HIDALGO**, by its duly authorized agent, as evidenced by the approval of Commissioner’s Court.

**“COUNTY”  
HIDALGO COUNTY**

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

Attest: \_\_\_\_\_  
**Arturo Guajardo, Jr.,**  
Hidalgo County Clerk