



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 TPDES Stormwater Regional Task Force

This Memorandum of Understanding (hereafter termed “MOA”) is entered into by and between the **COUNTY OF HIDALGO** (hereafter referred to as “**COUNTY**”), 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 regional LRGV TPDES Stormwater Task Force (“Task Force”) originally formed to respond and to aid compliance with the Texas Commission on Environmental Quality (TCEQ) Phase II Stormwater Rules. The Task Force mission was expanded to respond to concerns associated with non-point source pollution, to manage stormwater runoff, to address water conservation and to discuss other pertinent water and water quality issues (“Issues”). The Task Force 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 accomplish the goals of responding and complying with the Issues through the formation of a Regional Task Force, established and managed by RATES/RGV.**

- 1.03 RATES/RGV desires to participate in the establishment and management of the Regional Task Force, since such participation will provide RATES/RGV with an avenue for students to:**
 - A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule making, and committee process;**

 - B. Gain supervisory, organizational, and executive skills through the creation of the**

- Task Force body, the implementation of the **Task Force** by-laws and policies, creation and submission of **Task Force** agenda and minutes, and budget creation; and,
- C. Gain experience about the interfacing, communication, and interaction between **RATES/RGV** and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

**SECTION 2
TERM**

- 2.01** *Fixed Term:* This MOA commences on **09/01/19**, will be effective for one year (1) and will terminate **10/31/20**, 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 up to three (3) additional one (1) 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:* **COUNTY** agrees to pay to **RATES/RGV** a **Task Force** membership contribution of **\$20,000.00**. Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to **RATES/RGV** and delivered to the address indicated in Section 5.01 of this MOA. Payment must be made within thirty (30) days after execution of this MOA and subject to the Texas Prompt Payment Act. Subsequent payments shall be made within thirty (30) days after the execution of any extension. Failure of **COUNTY** to make such payment within the subscribed time, 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 one representative to the **Task Force**. 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(s) will serve during the term of this Agreement, and though any extension periods as authorized herein, but may be reappointed or replaced by the **COUNTY** through written notification.

- C. To the extent permitted by law, the **COUNTY**'s representative will be subject to the bylaws, policies, rules and procedures of the **Task Force**. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the **Task Force**. If expulsion occurs, the **COUNTY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.
- D. The **COUNTY**'s representative will act as the liaison between the **COUNTY** and the **Task Force**, apprising each entity of the other's objectives. The representative will brief the **COUNTY**, or other municipal entity responsible for **Task Force** participation, a minimum of once quarterly.
- E. Each **COUNTY** having representation on the **Task Force** will be responsible for paying a membership fee as detailed in Section 3.01 of this MOA.
- F. The **COUNTY** may make recommendations to the Regional **Task Force** regarding the fee assessment, expenditures, or other financial matters; however, the **Task Force** 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 **Task Force**.
- B. **RATES/RGV** will formulate and facilitate the bylaws, policies, rules and procedures by which the **Task Force** will be governed. **RATES/RGV** will provide **COUNTY** with a copy of such bylaws, policies, rules and procedures, as warranted.
- C. **RATES/RGV** will formulate and propose to the **Task Force**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. 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 **Task Force**, and for any adopted methods and approaches for compliance. **RATES/RGV** will not participate in the implementation of the **COUNTY**'s stormwater management program (SWMP) unless otherwise specified in **Section 4.03**.
- E. **RATES/RGV** will manage the **Task Force** administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- F. The **Task Force** will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the **Task Force**, **RATES/RGV** will assist with the financial management and policy of the **Task**

Force.

- G. **RATES/RGV** will assist the **Task Force** with the management of any funding acquired by the **Task Force**. This does not apply to the funding provided by this **MOA**. The management of **Task Force** funding will adhere to the bylaws of the organization.
- H. Fees paid to **RATES/RGV** will be earmarked in a separate **RATES/RGV** account for use only by **RATES/RGV** for the **Task Force**. Any unappropriated funds will be carried over.
- I. 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.
- J. **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.
- K. **RATES/RGV** is authorized to utilize fees to accomplish tasks included in **Section 4.03**, if any.
- L. **RATES/RGV** is authorized to utilize fees to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations. 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
Saul Garcia
Hidalgo County Commissioners Precinct #1
Commissioner David Fuentes
100 East Cano
Suite 101
Edinburg, TX 78538
(956) 367-0878
Saul.garcia@co.hidalgo.tx.us

RATES/RGV: RATES/RGV
C/O Jodi Lees
P.O. Box 697
Edinburg, TX 78540
jelees@ratesresearchg.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 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 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 superceded 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, or handicap, 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 efforts 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.

EXECUTED the _____ day of _____, 2019, by COUNTY, by its duly authorized agent, as evidenced by the attached Resolution of the COUNTY.

“COUNTY”
COUNTY OF HIDALGO

By: Richard F. Cortez
Richard F. Cortez
County Judge

APPROVED BY
COMMISSIONERS COURT
ON: 9/10/19

ATTEST:
By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
County Clerk

EXECUTED the _____ day of _____, 2019, by RATES/RGV, by its duly authorized officer.

“RATES/RGV”

By: _____
Patrick O'Brien
Chief Operating Officer, RATES