MEMORANDUM OF UNDERSTANDING
by and between
CITY OF ARANSAS PASS
and
TEXAS COMMUNITY WATERSHED PARTNERS

This Memorandum of Understanding ("MOU") is entered into by and between the City of Aransas Pass, hereinafter referred to as the City, and Texas Community Watershed Partners as a program of Texas A&M AgriLife Extension Service hereinafter referred to as TCWP.

WHEREAS, TCWP offers to provide Technical Assistance to the City,

WHEREAS, the City is interested in receiving Technical Assistance; and,

WHEREAS, these activities will help the City understand how to preserve environmentally sensitive areas and limit future floodplain development within the City’s jurisdiction through the process of ecological land use planning.

WHEREAS, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to undertake these activities.

Article I. Overview & Responsibilities

1.1 Overview and Purpose:

The purpose of this MOU is to establish a good faith agreement in which TCWP and the City will work in partnership to perform technical assistance and related services in support of protection of environmentally sensitive areas. These services may include the assessment of local plans and codes, GIS analyses, providing educational materials regarding current State and Federal environmental regulations, explanation of technical assistance findings, meeting facilitation, and hosting educational public workshops pertaining to the purposes set forth in this MOU.

All TCWP services as provided herein are offered as an in-kind service for the benefit of the health, safety, and welfare of the citizens of Texas. No part of this MOU shall be construed as a financial contract between TCWP and the City for services provided herein.

Additionally, any assistance provided from TCWP is strictly for educational and informational purposes only, and should not be construed as legal advice or as an offer to perform legal services on any subject matter. By partnering with TCWP a special projects office with Texas A&M AgriLife Extension Service the City understands the agency helps to improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs in areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development. The agency improves the lives of
Texans through an educational process that uses research-based knowledge focused on issues and needs.

1.2 TCWP Responsibilities:

TCWP staff will work in partnership with the City to perform appropriate technical assistance services consistent with the purpose of this MOU. TCWP also agrees to designate a project point of contact to coordinate any technical assistance activities and informational resources to support those activities.

1.3 City Responsibilities:

The City Planning and Development Department will support TCWP’s technical assistance services by supplying pertinent informational resources such as data, maps, plans, and other materials deemed by the City for the benefit of analysis and report writing. The City also agrees to designate a project point of contact to coordinate with TCWP technical assistance activities and the informational resources to support those activities.

1.4 TCWP and City Joint Responsibilities:

Upon initiation of this MOU, both parties will convene a project team consisting of representatives designated by each party and capable of directing the activities to be undertaken herewith. Both parties will agree on an initial project scope consisting of technical assistance activities and a timeline for their completion. This scope may be updated over time as mutually agreed upon. While services are being provided, the project team will coordinate as necessary to ensure that activities, products and deliverables are accurate and meet expectations. Both parties agree to hold regular meetings among project POCs or their designees to provide updates concerning the status of technical assistance activities, the supplying of informational material, and other responsibilities. The Project team communication will include regular bi-weekly meetings, unless otherwise notified, in addition to ad hoc project communications via email, phone or both.

Article II. Duration of the MOU:

2.1. This MOU will become effective upon the date of its signing and shall have a term no later than March 30th, 2020 unless terminated by either party. This MOU may be extended by mutual written consent of the parties.

2.2. Termination of the MOU. This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party to the MOU (30) days in advance.
Article III. Modification

This MOU may be modified through written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

Article IV. Independent Contractor

For the purposes of this MOU and all services to be provided by TCWP hereunder, the parties shall be deemed to be independent contractors and not agents or employees of the City Planning and Development Department or the City of Aransas Pass. Neither party shall have authority to make any statements, representations nor may make commitments of any kind, or to take any action which shall be binding on either party, except as explicitly provided for herein or authorized in writing.

Article V. Point of Contact

The following are the points of contact for this MOU, or subsequent personnel of comparable experience who are designated by the parties to this MOU:

TCWP:  
1335 Regents Park Dr.  
Houston, TX 77058  
Attention: Steven Mikulencak, AICP  
Phone: (607) 592-3115  
E-mail: smikulencak@tamu.edu

City:  
600 W. Cleveland  
Aransas Pass, Texas 78336  
Attention: Gary Edwards, City Manager  
Phone: (361) 758-5301  
E-mail: gedwards@aransaspasstx.gov

Article VI. Other

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

City Planning and Development Department expressly acknowledges that TCWP is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by TCWP of its right to claim such exemptions, privileges, and immunities as may be provided by law.

By executing and/or accepting this MOU, the City and each person signing on behalf of the City Planning and Development Department certifies each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member
of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or TAMUS, has direct or indirect financial interest in the services to which this MOU relates, or in any of the profits, real or potential, thereof. The undersigned parties agree to the faithful performance of this MOU:

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<th>Texas Community Watershed Partners, a Program of Texas A&amp;M AgriLife Extension Service.</th>
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