

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ROAD AND BRIDGE PRECINCTS 1 AND 4
OF SAN PATRICIO COUNTY, TEXAS,**

**FOR MAINTENANCE OF CERTAIN ROADS
WITHIN THE JURISDICTION OF PRECINCT 1**

FISCAL YEAR 2024

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this the ____ day of June, 2023, by and between Road and Bridge, Precinct 1, whose address is 221 Scofield, Sinton, Texas, 78387, (hereinafter "Pct. 1"), and Road and Bridge, Precinct 4, whose address is 3141 FM 3512, Aransas Pass, Texas, 78336, (hereinafter "Pct. 4"), each located in San Patricio County, Texas, and hereinafter referred to singularly as a "Party" and referred to collectively as "Parties."

WHEREAS, in 2021 San Patricio County (and other Texas counties) via the redistricting process, realigned County Commissioner boundaries to guarantee equal voter representation through equal, or equivalent, population counts; and

WHEREAS, this redistricting process significantly changed the division of roadway mileage assigned to the four (4) Road and Bridge Commissioners; and

WHEREAS this division of responsibilities for maintenance has created confusion and difficulty in the maintenance and budgeting for maintenance of these roads and right of ways; and

WHEREAS the Parties are desirous of reaching an agreement that is in the best interest of the County regarding the maintenance and oversight of these roads in order to facilitate the orderly development and maintenance of these roadways and right of ways; and

WHEREAS the Parties find that this MOU is necessitated by the consequences of the required redistricting process as they concern road and right-of-way maintenance; however, the terms of this agreement reached herein in no way reflect the position of the Parties with respect to the delivery of any other services to the roadways, rights-of-way in their respective Precincts.

NOW, THEREFORE, for and in consideration of the provisions and of the covenants and conditions of this MOU, the Parties hereto mutually agree as follows:

1. Purpose. The purpose of this MOU is for the Parties to reach a mutual agreement as to the responsibilities and financial obligations pertaining only to the maintenance of the roads and right of ways listed below in numbers one (1) through forty-three (43) in order to:

- (a) maximize the efficiency and effectiveness of services provided by Pct. 1 and Pct. 4 to the public; and
- (b) avoid duplication of effort, and
- (c) minimize any confusion on the part of Pct. 1, Pct. 4, or their respective residents as to which Commissioner is responsible for providing maintenance services to these roads and rights of way.

The following county roads located in Pct. 1 shall be maintained by Pct. 4:

1. CR 1776 (108) RESENDEZ RD (ENTIRE ROAD)
2. CR 1794 (110) BENTWOOD RD (ENTIRE ROAD)
3. CR 1810 (112) ROBERT RD (ENTIRE ROAD)
4. CR 4773 (112A) PAYNE RD (ENTIRE ROAD)
5. CR 1838 (114) OAK LANE (ENTIRE ROAD)
6. CR 1858 (114A) MESQUITE CR (ENTIRE ROAD)
7. CR 1866 (114 B) SHERWOOD FOREST (ENTIRE ROAD)
8. CR 1848 (116) MARSHALL LANE (ENTIRE ROAD)
9. CR 4729 (116A) OWENS LANE (ENTIRE ROAD)
10. CR 4733 (116B) BENOIT LANE (ENTIRE ROAD)
11. CR 4737 (116C) DENIPAT LANE (ENTIRE ROAD)
12. CR 4755 (116 D) GENA LANE (ENTIRE ROAD)
13. CR 4491 (99) DUPREE RD FROM SH 35 TO THE ROADS END
14. CR 4491 A (99 A) FROM CR 4491 (99) TO CR 4373 (97)
15. CR 4373 (97) STRING MOTT RD FROM SH35 TO CR 4343 (93)
16. CR 1458 (102) RINCON RD FROM FM 136 TO CR 3755 (81)
17. CR 4241 (91 A) RICHARDSON RD FROM SH 35 TO FM 136
18. CR 4351 (95) LEO MILLER RD FROM CR 1177 (96) NORTH TO THE COUNTY LINE
19. CR 1177 (96) BELL RD FROM CR 4351 (95) TO ROADS END
20. CR 4405 (95 A) JOEY FROM CR 1177 (96) TO ROADS END
21. CR 4383 (95 B) HEATHER RD FROM CR 1177 TO ROADS END
22. CR 4373 (95 C) 4339 FROM CR 1177 TO ROADS END
23. CR 4121 (89) FROM CR 1360 SH 188
24. CR 1258 (98) FROM FM 136 TO CR 4121 (89)
25. CR 3963 (85) MATULA RD FROM US HWY 181 TO CR 864 (90)
26. CR 3861 (83) FROM CR 3755 (81) TO ROADS END
27. CR 3755 (81) HIGHLINE RD FROM US HWY 181 TO CR (90A)
28. CR 1360 (100) FORD RD FROM FM 136 TO CR 3755 (81)
29. CR 1258 (98) FROM FM 136 TO CR 3755 (81)
30. CR 1069 (96) FROM CR 3755 (81) EAST TO ROADS END
31. CR 4023 (85 A) FROM CR 1360 (100) TO CR 1250 (98)
32. CR 960 (92) FROM CR 3861 (83) EAST TO ROADS END
33. CR 864 (90) FROM CR 3861 (83) EAST TO ROADS END
34. CR 864 (90 A) FROM CR 3755 (81) TO CR 3663 (79)
35. CR 4167 (102 A) TRADEWINDS RD (ENTIRE ROAD)
36. CR 1446 (102 D) BAY BREEZE DR (ENTIRE ROAD)
37. CR 1430 (ENTIRE ROAD)
38. CR 1414 (102 B) SEA BREEZE DR (ENTIRE ROAD)
39. CR 4139 (102 E) OCEAN DR (ENTIRE ROAD)
40. CR 1836 (910) GENA LANE (ENTIRE ROAD)
41. CR 1722 (106) FROM FM 136 WEST TO THE ROADS END
42. CR 1566 (104) FROM FM 136 TO FM 3284
43. CR UNKNOWN (102) FROM FM 3284 TO CR 3963 (85)

2. **Duration of MOU.** This MOU shall remain in full force and effect until December 31, 2024, unless terminated earlier at the request of one or both Road & Bridge Commissioners and said termination is approved by the County Commissioners.

3. **Responsibilities.**

The Pct. 1 and Pct. 4 agree to the following:

EFFECTIVE JANUARY 1, 2024, PCT. 4 WILL ASSUME ANY AND ALL RESPONSIBILITY for the maintenance of the roads listed above in numbers one (1) through forty-three (43), to include all road closures and call outs related to the full width of existing paved or improved roadway, all right of ways on each side of the paved or improved roadway, mowing, weed control, clearing and all other maintenance required of ditches, the purchasing or providing of all necessary road material, labor, signage, markers, culverts, bridge work, and the remediation of drainage and/or illegal dumping that may occur on these designated roadways. Neither Party will provide brush pickup.

4. **General Provisions.**

- A. **Amendments.** This MOU shall not be modified or amended except by written instrument executed by the duly authorized representatives of both Parties and approved by the County Commissioners Court.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. Venue of any dispute or matter arising under this MOU shall lie with the County Commissioners Court, San Patricio County, Texas.
- C. **Entirety of MOU.** This MOU represents the entire agreement between the Parties and supersedes any and all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue to be valid and in full force and effect to the extent possible.
- E. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.
- F. **Authority.** The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this MOU on behalf of the Parties hereto.

IN WITNESS WHEREOF, the Parties do hereby affix their signatures and enter into this MOU as of the ____ day of ~~June~~ 2023.

August

ROAD AND BRIDGE COMMISSIONER, PRECINCT 1

Sonia Lopez
Commissioner Sonia Lopez

ROAD AND BRIDGE COMMISSIONER, PRECINCT 4

Howard Gillespie
Commissioner Howard Gillespie

APPROVAL COUNTY COMMISSIONERS COURT:

IN WITNESS WHEREOF, on the ____ day of June 2023, in open Court, the County Commissioners Court considered and approved the terms of this MOU as represented by the signature of the County Judge below.

COUNTY JUDGE

David R. Krebs

Date: _____

ATTEST:

Gracie Alaniz Gonzales, County Clerk