

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ROAD AND BRIDGE PRECINCTS 1 AND 2  
OF SAN PATRICIO COUNTY, TEXAS,**

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

**FISCAL YEARS 2023-2024**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into this the \_\_\_ day of August, 2023, by and between Road and Bridge, Precinct 1, whose address is 520 Nina Trevino Street, Sinton, Texas, 78387, (hereinafter “Pct. 1”), and Road and Bridge, Precinct 2, whose address is 900 Austin Street, Portland, Texas, 78374, (hereinafter “Pct. 2”), 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 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 in **Exhibit A**, attached hereto and incorporated for all purposes, in order to:

- (a) maximize the efficiency and effectiveness of services provided by Pct. 1 and Pct. 2 to the public; and
- (b) avoid duplication of effort, and
- (c) minimize any confusion on the part of Pct. 1, Pct. 2, or their respective residents as to which Commissioner is responsible for providing maintenance services to these roads

and rights of way.

**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. 2 Commissioners agree to the following:

**EFFECTIVE AUGUST 1, 2023, PCT. 2 ASSUMES ANY AND ALL RESPONSIBILITY** for the maintenance of the roads listed in Exhibit A, 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.

The Responsibilities for Pct. 2 also includes reconstructing (i.e. rebuild from scratch) two roads, CR 3265, from FM 1074 to CR 2200 and CR 3463 from CR 1612 (78) N/B to HWY 181. Precinct 1 to provide the material through 2023 for these two roads and any other roads in Exhibit A, Pct. 2 works on prior to December 31, 2023. Precinct 2 will provide a brush pick up service year round, as needed at a minimum of twice per month, as agreed upon mutually for the following roads: CR 2200, CR 2226, CR 2250, CR 3161, and CR 3265. Residents can call the Pct. 2 office at 361-587-3630 to schedule brush pick up. Additionally, Precinct 1 will provide materials to repair and replace any road signs as needed for the roads in Exhibit A, through December 31, 2023.

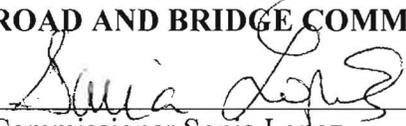
**4. General Provisions.**

- 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.

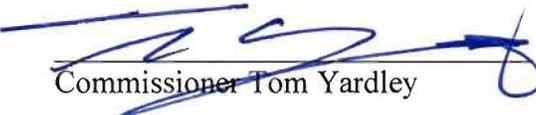
F. **Authority.** The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this MOU on behalf of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties do hereby affix their signatures and enter into this MOU as of the 7<sup>th</sup> day of August 2023.

**ROAD AND BRIDGE COMMISSIONER, PRECINCT 1**

  
Commissioner Sonia Lopez

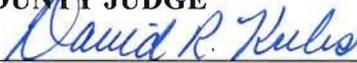
**ROAD AND BRIDGE COMMISSIONER, PRECINCT 2**

  
Commissioner Tom Yardley

**APPROVAL COUNTY COMMISSIONERS COURT:**

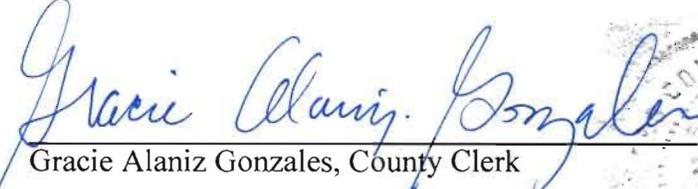
**IN WITNESS WHEREOF**, on the 7<sup>th</sup> day of August 2023, in open Court, the County Commissioners Court considered and approved the terms of this MOU as represented by the signature of the County Judge below.

**COUNTY JUDGE**

  
David R. Krebs

Date: 8.8.2023

**ATTEST:**

  
Gracie Alaniz Gonzales, County Clerk



**Road Maintenance Responsibility from Precinct #1 to Precinct #2**

<b>CR No./Name</b>	<b>Description</b>	<b>Miles</b>
CR 2907 (63B)	From FM 1074 S/B to Dead End (The Bay)	2.60
CR 2937 (65A)	From FM 1074 S/B to Dead End (The Bay)	2.67
CR 3067 (67)	From FM 1074 to CR 2200 (66)	0.51
CR 2200 (66)	From Dead End to CR 3067 (67)	0.34
CR 2200 (66)	From CR 3067 (67) to CR 3161 (69W)	1.00
CR 2200 (66)	From CR 3161 (69W) to CR 3265 (69E)	1.00
CR 3161 (69W)	From FM 1074 to CR 2250 (69S)	0.99
CR 2250 (69S)	From CR 3161 (69W) to CR 3265 (69E)	0.99
CR 2226 (66A)	From Dead End to Dead End	0.29
CR 2226 (66A)	From CR 2226 to Dead End	1.37
CR 3265 (69E)	From 1074 to CR 2250 (69S)	0.99
CR 3365 (75)	From FM 893 S/B to Dead End	0.30
CR 3463 (77S)	From FM 893 S/B to Dead End (Gate)	0.60
CR 2202 (77W or Dubose)	From CR 3463 (77S) to Dead End (Private Rd.)	0.50
CR 1612 (CR 78)	From FM 893 to CR 3365 (75)	1.16
CR 1612 (CR 78)	From CR 3365 (75) to CR 3463 (77)	1.14
CR 1612 (CR 78)	From CR 3567 (79 Midway Rd) to CR 3667 (81 Lackey Rd)	1.15
CR 1612 (CR 78)	From CR 3667 (81 Lackey Rd) to CR 3767 (72A)	1.63
CR 1612 (CR 78)	From CR 3767 (72A) to FM 2986 (Wildcat Dr.)	0.50
CR 3365 (75)	From CR 1612 (78) to CR 1804 (76)	1.34
CR 3463 (77N)	From CR 1612 (78) N/B to HWY 181	1.00
CR 3567 (79 Midway Rd)	From CR 1612 (78) N/B to HWY 181	1.00
CR 3667 (81 Lackey Rd)	From HWY 181 S/B to CR 1612 (78)	1.00
CR 3667 (81 Lackey Rd)	From CR 1612 (78) S/B to CR 1906 (74)	0.65
CR 1906 (CR 74)	From CR 3567 (79 Midway Rd) to CR 3667 (81 Lackey Rd)	1.00
CR 3161	From FM 631 to FM 2512	1.10
<b>Total</b>		<b>26.82</b>