

RESOLUTION NO. 69-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR THE PERIOD FROM OCTOBER 1, 2017, TO SEPTEMBER 30, 2022, THEREBY AUTHORIZING THE CITY OF MESQUITE'S PARTICIPATION IN THE REGIONAL WET WEATHER CHARACTERIZATION PROGRAM.

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City of Mesquite (the "City") was issued a Storm Water Permit by the Texas Commission on Environmental Quality ("TCEQ") effective October 24, 2017; and

WHEREAS, the permit requires an extensive Storm Water Management Program which one facet of this program is wet weather sampling of storm water runoff; and

WHEREAS, the City committed to continued participation in the Regional Wet Weather Characterization Program administered by the North Central Texas Council of Governments ("NCTCOG"); and

WHEREAS, TCEQ recognizes the City's participation in this regional program and agrees this regional program complies with the wet weather sampling requirements stipulated in the permit; and


WHEREAS, the City's funding share for this program in FY2017-18 will not exceed \$59,773.00 and funding is allocated in the FY2017-18 Drainage Utility District budget; and

WHEREAS, an Interlocal Agreement between the City of Mesquite and NCTCOG will authorize the City's participation in the Regional West Weather Characterization Program with NCTCOG for the period from October 1, 2017, to September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

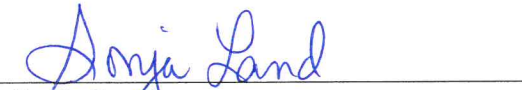
SECTION 1. That the City Manager is hereby authorized to execute the Interlocal Agreement between the City of Mesquite ("City") and North Central Texas Council of Governments ("NCTCOG") to authorize the City's participation in the Regional Wet Weather Characterization Program with NCTCOG for the period from October 1, 2017, to September 30, 2022.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of December, 2017.




Stan Pickett
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B. J. Smith
City Attorney

THE STATE OF TEXAS

THE COUNTY OF TARRANT

INTERLOCAL AGREEMENT FOR
REGIONAL WET WEATHER CHARACTERIZATION PROGRAM

THIS INTERLOCAL Agreement ("Agreement"), effective October 1, 2017 through September 30, 2022, is entered into between the **City of Mesquite** ("Participant"), a municipal corporation duly incorporated under the Constitution and laws of the State of Texas acting by and through its respective City Council and the **North Central Texas Council of Governments** ("NCTCOG"), a political subdivision of the State of Texas acting by and through its Executive Board. NCTCOG and Participant may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

WITNESSETH

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the Parties to this Agreement are required to obtain a Texas Pollution Discharge Elimination System (TPDES) permit, from the Texas Commission on Environmental Quality (TCEQ), to discharge stormwater from their municipal separate storm sewer systems (MS4); and

WHEREAS, the Parties to this Agreement are required to comply with the TPDES stormwater monitoring requirements, including monitoring of wet weather events, through direct sampling and analysis; and,

WHEREAS, the Parties to this Agreement recognize that meeting this permit requirement can best be achieved through a regional stormwater monitoring program; and,

WHEREAS, the Parties to this Agreement have been cooperating and intend to continue cooperating with each other in the regional stormwater monitoring program and other stormwater management activities; and,

WHEREAS the NCTCOG has been authorized by its Executive Board to enter into a contract to receive professional environmental services with contractor Atkins North America, Inc. ("Consultant"); and,

WHEREAS, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to implement any portion of the monitoring program that is not in their jurisdiction;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and subject to the conditions herein set forth, the Parties agree and bind themselves as follows:

1. Definitions

For purpose of this Agreement:

- 1.1 Regional Monitoring Task Force (“Task Force”) means the Task Force, comprised of representatives from participating entities, providing oversight and direction regarding the stormwater sampling activities conducted under the NCTCOG Regional Wet Weather Characterization Program.
- 1.2 Regional Stormwater Management Coordinating Council (RSWMCC) means the council composed of twenty-two (22) representatives from participating entities who provides guidance and oversight through a regional unified approach, addresses state and federal stormwater quality regulations, and supports regional stewardship of the urbanized surface waters of North Central Texas.

2. Purpose

The purpose of this Agreement is to define the parameters of the Stormwater Monitoring Program, to outline the responsibilities of the Parties, and to allow NCTCOG to engage the services of the Consultant on behalf of the Participant. The Consultant will provide regional stormwater monitoring program assistance, in compliance with TPDES stormwater permit requirements, to the Participant, for a term of five years, from October 1, 2017 through Sept 30, 2022.

3. Term

This Agreement shall take effect on October 1, 2017 and shall remain in effect until September 30, 2022, unless terminated earlier, as provided herein.

4. Duties

- 4.1 NCTCOG will be the administrative agent under the Agreement pursuant to the Act.
- 4.2 NCTCOG will oversee the Consultant, review and approve invoices and progress reports, and coordinate with Participant regarding meetings, schedules, deliverables, and other key project milestones and events. Communication with the Consultant will be coordinated through the NCTCOG.
- 4.3 Participant will sign a separate “Letter of Authorization” for each consecutive fiscal year, from October 2017 through September 2022, for administration and implementation of stormwater-related activities included in this Agreement.
- 4.4 NCTCOG and the Participant, through the Task Force, will provide policy guidance for the cooperative program and make recommendations to the governing bodies of the Parties and the superseding RSWMCC.

5. Funding

- 5.1 The approved budget ("Exhibit A") for the Regional Wet Weather Characterization Program for the five-year permit term is \$1,822,083. The budget, approved by the Task Force, is cost-shared among Participants. The cost-share amount by year per entity is found in "Exhibit B."
- 5.2 NCTCOG will invoice and collect payment from the Participant for the costs projected to be incurred for goods or services prior to the commencement of work to be performed by the Consultant. The Participant, subject to appropriation of sufficient funds, shall remit the amount of the invoice to NCTCOG within thirty (30) calendar days of receipt of the invoice.
- 5.3 Issuance of a Notice to Proceed to the Consultant is contingent on the receipt of a signed Letter of Authorization, funds for the corresponding fiscal year, and this Agreement from the Participant, or as otherwise mutually agreed.
- 5.4 Each Party paying for services under this Agreement must make those payments from current revenues available to the paying Party.
- 5.5 In the event that payment of invoiced goods or services is not received by the NCTCOG within thirty (30) calendar days of receipt of the accepted invoice, NCTCOG is authorized to charge the Party interest in accordance with the Prompt Payment Act. If the Participant fails to make payments pursuant to the terms of this Agreement, the Participant shall not receive the benefits outlined in the Scope of Work, herein.
- 5.6 This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire Agreement among the Parties and supersedes any and all prior oral and written agreements between the Parties relating to the matters herein. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- 6.2 Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.3 It is expressly understood and agreed that in the execution of this Agreement neither Party to this Agreement waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

- 6.4 In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7. Miscellaneous

- 7.1 Additional political subdivisions within or serving the North Central Texas region may become parties to this Agreement by first obtaining endorsement by the Task Force and the RSWMCC. The prospective party must also execute this Agreement and provide pro-rata funding for the RSWMCC Work Program, and its portion of the cost-share amount for the permit term.
- 7.2 It is agreed that no Party to this Agreement shall be responsible for the acts of another Party to this Agreement, and each Party participating herein, to the maximum extent allowed by law, indemnifies, releases, and holds all other participating Parties harmless for all acts of its own officers, officials, agents, and employees acting hereunder.
- 7.3 To the extent that either Party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such Party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the Party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- 7.4 Records shall be retained by NCTCOG and the Participant for as long as administratively feasible, but not less than three (3) years, following the closure of the most recent audit report and until any outstanding litigation, audit, or claim has been resolved.
- 7.5 By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- 7.6 Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

IN WITNESS HEREOF, the Parties have executed this Agreement in duplicate originals on the 15 day of November 2017.

City of Mesquite


Signature

Cliff Keheley
Printed Name

City Manager
Title

11-15-17
Date

North Central Texas Council of Governments


R. Michael Eastland
Executive Director

Michael Eastland
Printed Name

Executive Director
Title

01/12/18
Date

Attach: Exhibit A – Permit Term Budget by Year per Participant (FY28-FY22)
Exhibit B – Cost-share Distribution by Year per Participant (FY18-22)

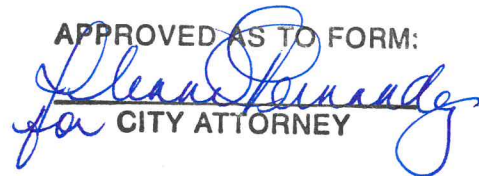
APPROVED AS TO FORM:

for CITY ATTORNEY

EXHIBIT A
Regional Wet Weather Characterization Program
Permit Term Budget by Year per Participant (FY18-FY22)

YEARLY DISTRIBUTION PER ENTITY (FY 18-22)						
Permit Term Four						
PART A: Stormwater Monitoring						
Entity	FY18	FY19	FY20	FY21	FY22	Grand Total
Arlington	\$ 68,881	\$ 57,417	\$ 61,607	\$ 57,417	\$ 26,216	\$ 271,538
Garland	\$ 80,552	\$ 75,152	\$ 81,437	\$ 75,152	\$ 29,552	\$ 341,845
Irving	\$ 68,882	\$ 57,417	\$ 61,607	\$ 57,418	\$ 26,216	\$ 271,540
Mesquite	\$ 59,773	\$ 53,028	\$ 57,218	\$ 53,028	\$ 22,307	\$ 245,354
Plano	\$ 58,492	\$ 46,355	\$ 49,498	\$ 46,355	\$ 22,593	\$ 223,293
NTTA	\$ 59,774	\$ 53,029	\$ 57,218	\$ 53,028	\$ 22,307	\$ 245,356
Dallas	\$ 13,434				\$ 5,517	\$ 18,951
Fort Worth	\$ 3,958	\$ 3,958	\$ 3,958	\$ 3,958	\$ 3,958	\$ 19,790
Total	\$ 413,746	\$ 346,356	\$ 372,543	\$ 346,356	\$ 158,666	\$ 1,637,667

PART B: Biological Monitoring						
Entity	FY18	FY19	FY20	FY21	FY22	Grand Total
Garland	\$11,104	\$12,052	\$ 12,052	\$ 12,052	\$ 6,359	\$ 53,619
Irving	\$11,104	\$12,052	\$ 12,052	\$ 12,052	\$ 8,322	\$ 55,582
Plano	\$11,104	\$12,052	\$ 12,052	\$ 12,052	\$ 8,322	\$ 55,582
Dallas					\$ 7,853	\$ 7,853
Fort Worth	\$ 2,356	\$ 2,356	\$ 2,356	\$ 2,356	\$ 2,356	\$ 11,780
Total	\$35,668	\$38,512	\$38,512	\$38,512	\$33,212	\$ 184,416

Total	\$ 1,822,083
--------------	---------------------

EXHIBIT B

Regional Wet Weather Characterization Program
Cost-Share Distribution by Year per Participant (Chemical and Biological)

YEARLY COST-SHARE DISTRIBUTION PER ENTITY (FY 18-22)					
Entity	FY18	FY19	FY20	FY21	FY22
Arlington	\$ 68,881	\$57,417	\$61,607	\$57,417	\$ 26,216
Garland	\$ 91,656	\$87,204	\$93,489	\$87,204	\$ 35,911
Irving	\$ 79,986	\$69,469	\$73,659	\$69,470	\$ 34,538
Mesquite	\$ 59,773	\$53,028	\$57,218	\$53,028	\$ 22,307
Plano	\$ 69,596	\$58,407	\$61,550	\$58,407	\$ 30,915
NTTA	\$ 59,774	\$53,029	\$57,218	\$53,028	\$ 22,307
Dallas	\$ 13,434				\$ 13,370
Fort Worth	\$ 6,314	\$ 6,314	\$ 6,314	\$ 6,314	\$ 6,314
Grand Total: \$1,822,083					

**ATTACHMENT 1 – Interlocal Agreement for Regional Wet Weather
Characterization Program (FY 18-22)**

THE STATE OF TEXAS

THE COUNTY OF TARRANT

INTERLOCAL AGREEMENT FOR
REGIONAL WET WEATHER CHARACTERIZATION PROGRAM

THIS INTERLOCAL Agreement ("Agreement"), effective October 1, 2017 through September 30, 2022, is entered into between the **CITY** ("Participant"), a municipal corporation duly incorporated under the Constitution and laws of the State of Texas acting by and through its respective City Council and the **North Central Texas Council of Governments** ("NCTCOG"), a political subdivision of the State of Texas acting by and through its Executive Board. NCTCOG and Participant may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

WITNESSETH

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the Parties to this Agreement are required to obtain a Texas Pollution Discharge Elimination System (TPDES) permit, from the Texas Commission on Environmental Quality (TCEQ), to discharge stormwater from their municipal separate storm sewer systems (MS4); and

WHEREAS, the Parties to this Agreement are required to comply with the TPDES stormwater monitoring requirements, including monitoring of wet weather events, through direct sampling and analysis; and,

WHEREAS, the Parties to this Agreement recognize that meeting this permit requirement can best be achieved through a regional stormwater monitoring program; and,

WHEREAS, the Parties to this Agreement have been cooperating and intend to continue cooperating with each other in the regional stormwater monitoring program and other stormwater management activities; and,

WHEREAS the NCTCOG has been authorized by its Executive Board to enter into a contract to receive professional environmental services with contractor Atkins North America, Inc. ("Consultant"); and,

WHEREAS, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to implement any portion of the monitoring program that is not in their jurisdiction;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and subject to the conditions herein set forth, the Parties agree and bind themselves as follows:

1. Definitions

For purpose of this Agreement:

- 1.1 Regional Monitoring Task Force (“Task Force”) means the Task Force, comprised of representatives from participating entities, providing oversight and direction regarding the stormwater sampling activities conducted under the NCTCOG Regional Wet Weather Characterization Program.
- 1.2 Regional Stormwater Management Coordinating Council (RSWMCC) means the council composed of twenty-two (22) representatives from participating entities who provides guidance and oversight through a regional unified approach, addresses state and federal stormwater quality regulations, and supports regional stewardship of the urbanized surface waters of North Central Texas.

2. Purpose

The purpose of this Agreement is to define the parameters of the Stormwater Monitoring Program, to outline the responsibilities of the Parties, and to allow NCTCOG to engage the services of the Consultant on behalf of the Participant. The Consultant will provide regional stormwater monitoring program assistance, in compliance with TPDES stormwater permit requirements, to the Participant, for a term of five years, from **October 1, 2017** through **Sept 30, 2022**.

3. Term

This Agreement shall take effect on **October 1, 2017** and shall remain in effect until **September 30, 2022**, unless terminated earlier, as provided herein.

4. Duties

- 4.1 NCTCOG will be the administrative agent under the Agreement pursuant to the Act.
- 4.2 NCTCOG will oversee the Consultant, review and approve invoices and progress reports, and coordinate with Participant regarding meetings, schedules, deliverables, and other key project milestones and events. Communication with the Consultant will be coordinated through the NCTCOG.
- 4.3 Participant will sign a separate “Letter of Authorization” for each consecutive fiscal year, from October 2017 through September 2022, for administration and implementation of stormwater-related activities included in this Agreement.

- 4.4 NCTCOG and the Participant, through the Task Force, will provide policy guidance for the cooperative program and make recommendations to the governing bodies of the Parties and the superseding RSWMCC.

5. Funding

- 5.1 The approved budget ("Exhibit A") for the Regional Wet Weather Characterization Program for the five-year permit term is \$1,822,083. The budget, approved by the Task Force, is cost-shared among Participants. The cost-share amount by year per entity is found in "Exhibit B."
- 5.2 NCTCOG will invoice and collect payment from the Participant for the costs projected to be incurred for goods or services prior to the commencement of work to be performed by the Consultant. The Participant, subject to appropriation of sufficient funds, shall remit the amount of the invoice to NCTCOG within thirty (30) calendar days of receipt of the invoice.
- 5.3 Issuance of a Notice to Proceed to the Consultant is contingent on the receipt of a signed Letter of Authorization, funds for the corresponding fiscal year, and this Agreement from the Participant, or as otherwise mutually agreed.
- 5.4 Each Party paying for services under this Agreement must make those payments from current revenues available to the paying Party.
- 5.5 In the event that payment of invoiced goods or services is not received by the NCTCOG within thirty (30) calendar days of receipt of the accepted invoice, NCTCOG is authorized to charge the Party interest in accordance with the Prompt Payment Act. If the Participant fails to make payments pursuant to the terms of this Agreement, the Participant shall not receive the benefits outlined in the Scope of Work, herein.
- 5.6 This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire Agreement among the Parties and supersedes any and all prior oral and written agreements between the Parties relating to the matters herein. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- 6.2 Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.

- 6.3 It is expressly understood and agreed that in the execution of this Agreement neither Party to this Agreement waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 6.4 In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7. Miscellaneous

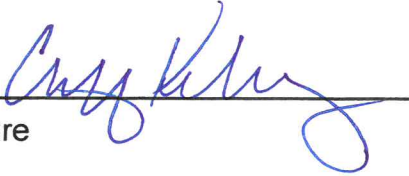
- 7.1 Additional political subdivisions within or serving the North Central Texas region may become parties to this Agreement by first obtaining endorsement by the Task Force and the RSWMCC. The prospective party must also execute this Agreement and provide pro-rata funding for the RSWMCC Work Program, and its portion of the cost-share amount for the permit term.
- 7.2 It is agreed that no Party to this Agreement shall be responsible for the acts of another Party to this Agreement, and each Party participating herein, to the maximum extent allowed by law, indemnifies, releases, and holds all other participating Parties harmless for all acts of its own officers, officials, agents, and employees acting hereunder.
- 7.3 To the extent that either Party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such Party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the Party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- 7.4 Records shall be retained by NCTCOG and the Participant for as long as administratively feasible, but not less than three (3) years, following the closure of the most recent audit report and until any outstanding litigation, audit, or claim has been resolved.
- 7.5 By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
- 7.6 Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

IN WITNESS HEREOF, the Parties have executed this Agreement in duplicate originals on the 15 day of November 2017.

CITY

North Central Texas Council of Governments

Signature



R. Michael Eastland
Executive Director

Printed Name

Cliff Keherey

Printed Name

Michael Eastland

Title

City Manager

Title

Executive Director

Date

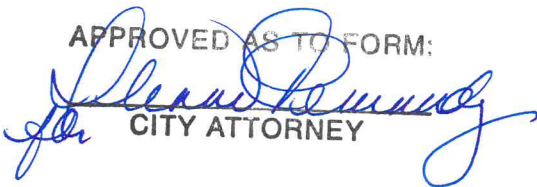
11-15-17

Date

1/12/18

Atatch: Exhibit A – Permit Term Budget by Year per Participant (FY28-FY22)
Exhibit B – Cost-share Distribution by Year per Participant (FY18-22)

APPROVED AS TO FORM:



CITY ATTORNEY

Sonja Land

From: Matthew Holzapfel
Sent: Thursday, April 05, 2018 5:49 PM
To: Sonja Land
Cc: Tracy D. Ruppert; Robert Byrom; Christina Hickey; Corey Nesbit; Curtis J. Cassidy; John Stanley; Jonathan Browning
Subject: Question on NCTCOG Stormwater agreements
Attachments: agenda item.doc; Resol. No. 69-2017.pdf

They are two separate agreements but come up for renewal the same time. So we have put them on the same resolution for approval. In Engineering we file them in two separate folders since the invoicing is separate and comes out of a different object code.

Matthew Holzapfel, P.E.
Director of Public Works | Public Works Administration
(972) 216-6353 | mholzapf@cityofmesquite.com

From: Sonja Land
Sent: Tuesday, April 03, 2018 4:08 PM
To: Matthew Holzapfel <mholzapf@cityofmesquite.com>
Subject: Question on agreement

I have the Interlocal Agreement for Regional Wet Weather Characterization from the Dec. 4, 2017, Council meeting. However, I also have an Interlocal Agreement for Regional Stormwater Management Program. According to the attached agenda item, they seem to be related. Do they need to be filed in the same contract folder?

Sonja Land
City Secretary | City Secretary's Office
(972) 216-6401 | sland@cityofmesquite.com

RESOLUTION NO. 69-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR THE PERIOD FROM OCTOBER 1, 2017, TO SEPTEMBER 30, 2022, THEREBY AUTHORIZING THE CITY OF MESQUITE'S PARTICIPATION IN THE REGIONAL WET WEATHER CHARACTERIZATION PROGRAM.

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City of Mesquite (the "City") was issued a Storm Water Permit by the Texas Commission on Environmental Quality ("TCEQ") effective October 24, 2017; and

WHEREAS, the permit requires an extensive Storm Water Management Program which one facet of this program is wet weather sampling of storm water runoff; and

WHEREAS, the City committed to continued participation in the Regional Wet Weather Characterization Program administered by the North Central Texas Council of Governments ("NCTCOG"); and

WHEREAS, TCEQ recognizes the City's participation in this regional program and agrees this regional program complies with the wet weather sampling requirements stipulated in the permit; and

WHEREAS, the City's funding share for this program in FY2017-18 will not exceed \$59,773.00 and funding is allocated in the FY2017-18 Drainage Utility District budget; and

WHEREAS, an Interlocal Agreement between the City of Mesquite and NCTCOG will authorize the City's participation in the Regional West Weather Characterization Program with NCTCOG for the period from October 1, 2017, to September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute the Interlocal Agreement between the City of Mesquite ("City") and North Central Texas Council of Governments ("NCTCOG") to authorize the City's participation in the Regional Wet Weather Characterization Program with NCTCOG for the period from October 1, 2017, to September 30, 2022.