

RESOLUTION NO. 50-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR THE PERIOD FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2029, THEREBY AUTHORIZING THE CITY OF MESQUITE'S PARTICIPATION IN THE REGIONAL STORM WATER MANAGEMENT PROGRAM; AND APPROVING THE CITY'S FISCAL YEAR 2025 COST SHARE AMOUNT IN THE PROGRAM NOT TO EXCEED \$7,100.00.

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 North Central Texas Council of Governments ("NCTCOG") has been coordinating a Regional Storm Water Management Program with local governments to gather data and information, perform analyses and develop programs to address storm water quality issues affecting the water of North Central Texas, including the preparation of permit applications to the Texas Commission on Environmental Quality ("TCEQ") for the control of municipal separate storm sewer system discharges; and

WHEREAS, this is the fifth, five-year term storm water permit the City of Mesquite has been issued by TCEQ; and

WHEREAS, an Interlocal Agreement between the City of Mesquite and NCTCOG will authorize the City's continued participation in the Regional Storm Water Management Program with NCTCOG for the period from October 1, 2024, to September 30, 2029; and

WHEREAS, the City's funding share for participation in the NCTCOG Storm Water Monitoring Program in Fiscal Year 2025 will not exceed \$7,100.00.

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

SECTION 1. The City Manager is hereby authorized to finalize and execute the Interlocal Agreement attached hereto as Exhibit 1 between the City of Mesquite ("**City**") and North Central Texas Council of Governments ("**NCTCOG**") to authorize the City's participation in the Regional Storm Water Management Program with NCTCOG for the period from October 1, 2024, to September 30, 2029.

SECTION 2. The City's cost share amount in the Fiscal Year 2025 NCTCOG Storm Water Monitoring Program will not exceed \$7,100.00.

Public Works / Interlocal Agreement with NCTCOG / Continued Participation in Regional Storm Water Management Program / November 4, 2024

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DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of November 2024.

Signed by:

*Daniel Aleman Jr*

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Daniel Alemán, Jr.  
Mayor

ATTEST:

DocuSigned by:

*Sonja Land*

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Sonja Land  
City Secretary

APPROVED:

DocuSigned by:

*David L. Paschall*

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David L. Paschall  
City Attorney

THE STATE OF TEXAS

THE COUNTY OF DALLAS

INTERLOCAL AGREEMENT FOR  
REGIONAL STORMWATER MANAGEMENT PROGRAM

THIS INTERLOCAL Agreement ("Agreement") effective October 1, 2024 through September 30, 2029, is entered into between the **City of Mesquite**, a municipal corporation duly incorporated under the Constitution and laws of the State of Texas acting by and through its respective City Council; the North Central Texas Council of Governments ("NCTCOG"), a political subdivision of the State of Texas acting by and through its Executive Board; and other governmental entities consenting hereto,

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, NCTCOG has been coordinating a Regional Stormwater Management Program with local governments to gather data and information, perform analyses, and develop programs to address stormwater quality issues affecting the waters of North Central Texas; and,

WHEREAS, the inclusion of other entities in a regional strategy to address stormwater quality issues will benefit not only the new participants, but also those that have been participating in the regional program in the past; and,

WHEREAS, the parties to this Agreement understand that entering into this Agreement in no way obligates any party to participate in any joint project without the express approval of the party;

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:

## ARTICLE 1. - PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish a broad range of objectives that may include, but are not limited to, the following:

- Assist with development of an expanded, comprehensive, and coordinated regional strategy for managing stormwater in North Central Texas. The work program for fiscal year 2025 is attached to this Agreement as “Exhibit A.” The work program will be amended and approved each fiscal year.
- Identify and facilitate opportunities for regional cooperation that will assist participants in meeting state and federal requirements for improving water quality.
- Assist with development of annual stormwater management plans and programs and performance reports, as may be required by US EPA and/or TCEQ.
- Identify and pool local funds for joint projects among two or more parties where interest is not shared with all participants.
- Provide regular forums for communication and discussion to share and advance ideas on the regional strategy and to share up-to-date information—such as new state and federal regulations on water quality related issues; examples of stormwater permits and programs from across the state, US EPA Region 6, and elsewhere; and to present cooperative successes whenever opportunity arises at state and national conferences.
- Continue the cooperative monitoring program—funded by Phase I participants for implementation of a regional monitoring network to meet permit requirements; analyze and report monitoring results; and explore opportunities for an expanded cooperative monitoring program in future years to address future needs.
- Coordinate training opportunities—such as the Dry Weather Field Screening Training and other opportunities as they arise.
- Engage consultant assistance, as necessary and as requested by participants, to conduct more detailed technical studies on selected issues.
- Undertake other activities relating to the Regional Stormwater Management Program as identified by the work program and/or Regional Stormwater Management Coordinating Council.

## ARTICLE 2. - ADMINISTRATIVE AND POLICY STRUCTURE

The administrative and policy structure under this Agreement is as follows:

- The Regional Stormwater Management Coordinating Council will provide policy guidance for the cooperative program and make recommendations to the governing bodies of the parties. Due to their heavy involvement in NPDES and TPDES permitting activities, both past and present, and their larger geographic coverage, each of the eight (8) TPDES Phase I parties to this Agreement will be entitled to appoint one senior staff as a voting representative to the Regional Stormwater Management Coordinating Council. Additionally, there will be three (3) Phase II MS4 representatives, referred to as Watershed Representatives, from each of the four (4) major watersheds that have been delineated in the region in the combined urbanized areas of North Central Texas appointed to the Regional Stormwater Management

Coordinating Council. Only one representative from each entity may serve concurrently as a Watershed Representative. The four major watersheds are divisions of the Upper Trinity River and are known as the Mainstem, West Fork, Elm Fork, and East Fork. If a cost sharing community or entity is located outside of these four (4) major watershed areas, they will be represented within the Mainstem watershed. NCTCOG will be a non-voting member on the Council.

<b>Regional Stormwater Management Coordinating Council</b>	
(20 members + NCTCOG staff)	
8 Phase I Representatives	12 Additional Watershed Representatives
Arlington, Dallas, Fort Worth, Garland Irving, Mesquite, Plano, North Texas Tollway Authority	3 Representatives from each of 4 watershed areas: East, Elm, Main, West

- The Regional Stormwater Management Coordinating Council may appoint whatever additional supporting subcommittees it deems necessary and desirable.
- NCTCOG will be the administrative agent under the Agreement pursuant to the Intergovernmental Cooperation Act. NCTCOG will submit an annual coordinated work program and budget for Regional Stormwater Management Coordinating Council approval. The Coordinating Council will approve the basis for determining the annual share of contributions for NCTCOG administrative and technical services by each party with cost allocations to be determined through Coordinating Council consensus. A separate “Letter of Authorization” for each consecutive fiscal year from October 2024 through September 2029, will be obtained for administration and implementation support of stormwater-related activities included in this Agreement. The approved budget for the Regional Stormwater Management Program for fiscal year 2025 is \$308,307. This budget is cost-shared among participants. Cost share allocations for fiscal year 2025 are attached to this Agreement as “Exhibit B.” The budget will be approved and cost shares will be allocated each fiscal year.
- Each work element beyond NCTCOG administrative and technical services will be cost-shared by one or more interested parties to this Agreement under whatever basis is appropriate to that work element. The cost for any additional NCTCOG support beyond the annual administrative and technical services will also be incorporated into the work program.
- This Agreement in itself does not obligate participating parties to cost-share any work elements proposed as part of the annual work program. Annual funding commitments for participating parties will be secured separately from this Agreement as part of the annual process for developing a work program and budget.
- This Agreement is recognized as a supplemental level of service, and is not intended to duplicate or diminish the products, assistance, representation, or services received by participating entities through NCTCOG membership.
- The Regional Stormwater Management Coordinating Council may seek funding and approve cooperative planning and/or implementation activities among the parties, with state and federal agencies, and with any other public or private entities to accomplish the purposes of this Agreement.

**ARTICLE 3. - PAYMENTS**

In accordance with the Interlocal Cooperation Act, the parties will make payments for goods or services rendered under this Agreement from available current revenues. NCTCOG will invoice

the party for its cost share portion associated with the work program, and the party shall remit the amount of the invoice to NCTCOG within thirty (30) calendar days of receipt of the invoice. In the event that the party does not accept the goods or services or finds an error in the invoice, the party shall notify the NCTCOG Manager who is responsible for executing this program as soon as possible within the 30-calendar day period, and shall make payment not less than ten (10) calendar days after the problem(s) are corrected or the error is resolved to the satisfaction of all parties. In the event that payment of invoiced goods or services is not received by the NCTCOG within 30 calendar days of receipt of the accepted invoice, NCTCOG is authorized to charge the party interest in accordance with the Prompt Payment Act. Parties that do not pay will not receive the benefits outlined in Article 1 or the annual work program (fiscal year 2025 work program is attached as "Exhibit A").

#### ARTICLE 4. - ADDITIONAL PARTIES

Additional political subdivisions within or serving the North Central Texas region may become parties to this Agreement by approving the terms and conditions of this Agreement and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

#### ARTICLE 5. - RENEWAL AND AMENDMENTS

This Agreement will be in effect for one year from the effective date of this Agreement, and will be considered automatically renewed for each succeeding year through the year 2029. A party may withdraw from this Agreement, through a vote of its governing body, provided that it has notified the Executive Director of NCTCOG of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all parties to this Agreement.

#### ARTICLE 6. - SEVERABILITY CLAUSE

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

#### ARTICLE 7. - GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas pursuant to the Uniform Grant Management Standards (<http://governor.state.tx.us>)

#### ARTICLE 8. - INDEMNIFICATION

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 indemnifies, releases, and holds all other participating parties harmless for all acts of its own officers, officials, agents, and employees acting hereunder, to the full extent permitted by law.

#### ARTICLE 9. - FORCE MAJEURE

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.

ARTICLE 10. - WHOLE AGREEMENT

This Agreement, as provided herein, constitutes the complete contract between the parties hereto regarding the subject matter herein described, and supersedes any and all prior oral and written agreements between the parties relating to the matters herein.

ARTICLE 11. - RECORDS RETENTION

Records shall be retained by NCTCOG for at least THREE (3) YEARS following the closure of the most recent audit report and until any outstanding litigation, audit, or claim has been resolved.

ARTICLE 12. - MISCELLANEOUS

It is expressly understood and agreed that in the execution of this Agreement neither the parties to this Agreement nor NCTCOG waive, 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.

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. Also, this Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.

By entering into this Interlocal 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mike Eastland  
Executive Director  
North Central Texas  
Council of Governments

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Atch: Exhibit A – FY25 NCTCOG Work Program  
Exhibit B – FY25 Funding and Cost-Share Allocations

**EXHIBIT A**  
**North Central Texas Council of Governments**  
**Regional Stormwater Management Coordinating Council**  
**Fiscal Year 2025 Work Program**  
*October 1, 2024 to September 30, 2025*

**Introduction**

This Annual Work Program has been developed under the direction of the Regional Stormwater Management Coordinating Council (RSWMCC) as part of a regional unified approach to addressing state and federal stormwater quality regulations, and to support regional stewardship of the urbanized surface waters of North Central Texas. A Regional Policy Position on Managing Urban Storm Water Quality was created in 1999 by the RSWMCC to provide guidance for the regional strategy, setting out the key elements for a cooperative and comprehensive regional approach to stormwater management. Roundtables and Task Forces propose new tasks for the upcoming work program. These ideas are presented, along with budget recommendations, for endorsement by the full RSWMCC.

**Ongoing Support Activities of the RSWMCC**

Ongoing Support Activities may include, but are not limited to: coordination and facilitation of Council, Task Forces, Roundtables, workshops, and other meeting types; providing administrative support to the Council, Roundtables, and Task Forces; performing general liaison functions with TCEQ and other regulatory agencies including tracking of regulatory information; assisting with Stormwater Management Plans (SWMP); representing the regional program at local, state, or national conferences as feasible; hosting training such as *Storm Water Pollution Prevention During Construction* and other stormwater related trainings; hosting county roundtables as needed; seeking grant funding for additional programs or projects; supporting and maintaining the regional stormwater website and maintaining a case study library of resources and tools; ensuring coordination with other watershed programs to convey related pertinent information (i.e. integrated Stormwater Management, Total Maximum Daily Load Implementation Plan, Impaired Waters, Water Quality Management Plan, and others); serving as an information clearing house and resource center; and providing public education and outreach.

**RSWMCC Focus Area**

The goal of the RSWMCC focus area is to provide regional resources for the planning and implementation of stormwater best management practices (BMP) in North Central Texas. The RSWMCC will address common challenges and barriers associated with implementing stormwater BMPs in communities including:

- Program administration costs
- Lack of policy guidance
- Regulatory barriers
- Development community involvement
- Understanding of the topic

Additionally, based on a **2019** NCTCOG regional stormwater survey, the top three minimum control measures (MCM) that entities are challenged with implementing are MCM 3: Construction Site Stormwater Runoff Control (81%); MCM 4: Post-construction Stormwater management in new development and redevelopment (73%); and MCM 1: Public Education,



Outreach, and Involvement (54%).

In response to changes with the 2024 Phase II/Small MS4 Permit renewal, NCTCOG issued a regional stormwater survey to collect feedback from members on its impact. Notable changes in the draft permit renewal included splitting out MCM 1: Public Education, Outreach, and Involvement into separate MCMs - MCM 1: Public Education and Outreach and MCM 2: Public Involvement/Participation - with an adjustment to the numbering of the subsequent MCMs. Responses to this survey will be reviewed and inform the ongoing implementation of regional resources and programs and help guide the support of member’s needs.

RSWMCC will develop resources and provide training to address these common challenges and minimum control measures, and will include activities directed by the RSWMCC such as:

- Providing Workshops, Webinars, and Training for Diverse Audiences (management, city leadership, inspectors, etc.)
  - Inspector training for all inspection types (e.g. post-construction, industrial, etc.)
  - Policy, enforcement, and maintenance of construction and post-construction stormwater management activities
  - Funding of stormwater projects and replacement of aging stormwater infrastructure
  - Increasing outreach and awareness to the development community
  - Coordinate regional roundtables on a variety of topics of interest to the members.
- Coordination with the Public Works Council and integrated Stormwater Management Subcommittee (iSWM) on creation of standard details for stormwater infrastructure and best management practices
- Coordination with PETF and partner organizations to increase public awareness of stormwater management challenges
- Develop regional recommendations for stormwater management (e.g. model ordinances, model contractors, guidance documents, templates, checklists, etc.)
- Provide regional mini-conference or events to share information and improve knowledge amongst North Central Texas communities and partners
- Support the formation of ad hoc committee(s) to assist addressing changes to MCMs with upcoming MS4 General Permit renewal.

**Task Force Activities:**

**Public Education Task Force**

The Public Education Task Force supports a unified stormwater public education message for the region while maintaining the uniqueness of individual municipal programs. It also offers educators an opportunity to explore areas of mutual cooperation and to learn from each other’s programs. In support of the Public Education Task Force, NCTCOG staff will:

- Conduct at least four Public Education Task Force meetings.
- Coordinate and support Texas SmartScape activities, including those related to the annual March Is Texas SmartScape Month initiative (e.g., creating PSA images and a newsletter template).
- Maintain the Texas SmartScape website and analyze the website for areas to improve, such as to increase the click-through rate and keep visitors engaged longer.
- Support seasonal campaigns covering stormwater-related topics such as the proper disposal of pet waste (e.g., supporting the Do the Right Thing Photo Contest and campaign), yard waste (e.g., providing sample social media posts and/or educational video), used cooking oil (e.g., informing the group about the Wastewater And Treatment Education Roundtable’s activities for the annual Holiday Grease Roundup), and general stormwater issues.

- Conduct the annual North Texas Community Cleanup Challenge and Mayors' Challenge and produce associated materials such as a wrap-up report and/or infographic.
- Document information for initiatives conducted by the Public Education Task Force in Public Education Activity Reports for participants' permit report periods, including web statistics for [www.txsmartscape.com](http://www.txsmartscape.com), [www.communitycleanupchallenge.com](http://www.communitycleanupchallenge.com), and appropriate [www.dfwstormwater.com](http://www.dfwstormwater.com) webpages.
- Explore and support other educational campaigns as feasible.
- Help develop initiatives for future work programs.
- Special Projects for FY25: Continue to explore solutions to complete the Special Project videos and TEKS aligned teacher support materials on identified stormwater topics.
  - Coordinate with IDDE Roundtable on updates to the Yard Waste brochures for Homeowners and Businesses.
  - Coordinate with IDDE Roundtable on development of "checkbox" style doorhangers for residential enforcement and education.
  - Host a Show and Tell event(s) for members to share their public education and outreach presentations for students and/or the public along with favorite outreach and giveaway items.

### **Illicit Discharge Detection and Elimination (IDDE)**

Local governments need an increased array of tools such as training programs, inspection methods, or monitoring and tracking procedures for addressing businesses and citizens that may be contributing to contaminated discharges in stormwater.

- Conduct at least three meetings in a roundtable format of the IDDE Roundtable, with a focus on trainings or other needs identified by the participants.
- Hold Dry Weather Field Screening Training and Industrial Inspectors Training, as feasible.
- Help develop initiatives for future work programs.
- Special Project for FY25: Development of door hangars for use in inspection and enforcement of yard waste related illicit discharges. This will build off the yard waste brochures that were previously developed by RSWMCC.

### **Municipal Pollution Prevention (P2)**

Local governments will lead by example if they are to succeed in changing the practices and habits of businesses and residents. The goal of governments should be to prevent or reduce pollutant runoff from municipal operations including streets, highways, municipal parking lots, maintenance facilities, storage yards, and waste transfer stations. This Roundtable offers an opportunity for participants to learn from each other's programs and to coordinate efforts in meeting the training component of permit requirements. In support of this Roundtable, NCTCOG staff will:

- Conduct at least three meetings in a roundtable format of the P2 Roundtable, with a focus on training or other needs identified by the participants.
- Coordinate one peer-to-peer exchange opportunity, such as a site tour/mock self-inspection or a BMP Show and Tell, as feasible.
- Help develop initiatives for future work programs.
- Special project for FY2025: Continue BMP Poster Template refresh to include updated photos.

## **Regional Stormwater Monitoring Task Force**

NCTCOG is in preparation of facilitating the implementation of a new program term TCEQ-approved monitoring program that is based on in-stream monitoring of selected watersheds. Phase I entities will use the tracking of long-term water quality trends and effectiveness of BMP implementation in meeting requirements of their permits. The costs of the contractor required for this program are provided by the participating entities.

- Oversee consultant procurement activities as necessary to initiate the new contract term
- Negotiating contracts and billings for new program/contract monitoring services
- Maintain communication with Monitoring Task Force on future consultant activities
- Maintain [www.dfwstormwater.com](http://www.dfwstormwater.com) site with sampling updates and data
- Conduct Monitoring Task Force meetings as needed
- Complete annual regional monitoring report and submit to TCEQ by deadline during years when a report is required.

## **Cost Summary**

Costs of NCTCOG services for the above referenced work program activities equal \$308,307 as referenced in Exhibit B, which will be cost-shared among active participants in the traditional manner.

**EXHIBIT B**

**North Central Texas Council of Governments  
Regional Stormwater Management Coordinating Council  
FY2025 Work Program Budget**

In August 2024, the Regional Stormwater Management Coordinating Council (RSWMCC) was presented with the FY2025 Work Program at a funding level of \$308,307. Completion of the full work program is contingent upon receiving this level of funding from participating local governments. The budget is presented in the table below.

Category	Justification	Total Project
<b>Personnel/Salary</b>	Salary for planning staff and management oversight, and administrative, fiscal, and technology support staff.	<b>\$ 140,000</b>
<b>Fringe Benefit Rate</b>	47.8% of salary. (Projected Estimate)	<b>\$ 66,920**</b>
<b>Travel</b>	In-region travel for project meetings, conducting presentations, and providing support to program participants. Out-of-region travel to meet with TCEQ as needed, attend the annual EPA Region 6 MS4 conference, and possibly one national conference.	<b>\$ 5,000</b>
<b>Supplies</b>	Consumable supplies.	<b>\$ 1,000</b>
<b>Contractual</b>	<i>* The contract for our monitoring program consultant is covered under separate sub-program agreements</i>	<b>\$ 0*</b>
<b>Other Direct</b>	Printing, copying, mailing, postage, GIS, network services, room rental, rent, communications.	<b>\$ 58,762</b>
<b>Indirect Cost Rate</b>	A 17.7% indirect rate is applied to the sum of salaries and fringe benefits.	<b>\$ 36,625**</b>
<b>Total Budget Expenses</b>		<b>\$308,307</b>

\*\*Final adjustments to rates pending and will be updated on the budget table of the FY25 Work Program.