# INTERLOCAL AGREEMENT REGARDING REGIONAL CAPACITY, MANAGEMENT, OPERATIONS AND MAINTENANCE (RCMOM) PROGRAM

THIS AGREEMENT is made by and between the Member and Customer Cities of the North Texas Municipal Water District Regional Wastewater System (RWWS) listed herein: CITY OF ALLEN (ALLEN), the CITY OF ANNA (ANNA), the TOWN OF FAIRVIEW (FAIRVIEW), the CITY OF FORNEY (FORNEY), the CITY OF FRISCO (FRISCO), the CITY OF HEATH (HEATH), the CITY OF LUCAS (LUCAS), the CITY OF McKINNEY (McKINNEY), the CITY OF MELISSA (MELISSA), the CITY OF MESQUITE (MESQUITE), the CITY OF PARKER (PARKER), the CITY OF PLANO (PLANO), the CITY OF PRINCETON (PRINCETON), the TOWN OF PROSPER (PROSPER), the CITY OF RICHARDSON (RICHARDSON), the CITY OF ROCKWALL (ROCKWALL), the CITY OF SEAGOVILLE (SEAGOVILLE), and the NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD), acting by and through their City Managers and Executive Director, respectively, or their duly authorized representatives.

WHEREAS, in or near September of 2015, ALLEN, FORNEY, FRISCO, HEATH, McKINNEY, MESQUITE, PLANO, PRINCETON, PROSPER, RICHARDSON, ROCKWALL, SEAGOVILLE AND NTMWD entered into a Memorandum of Understanding making agreements to work together in good faith to establish a model written Regional Capacity, Management, Operations and Maintenance (CMOM) program. A true and correct copy of that Memorandum of Understanding (hereinafter "MOU") is attached hereto as Exhibit A and is incorporated by reference herein; and

**WHEREAS**, the parties to the MOU did undertake and substantially complete the tasks outlined in the MOU and have developed a Regional Capacity, Management, Operation, and Maintenance Coordination Plan (RCMOM) as described therein. The RCMOM prepared by NTMWD on or about December 14, 2016 is incorporated herein by reference; and

**WHEREAS**, the MOU was executed by all Member Cities of the NTMWD RWWS (specifically, ALLEN, FORNEY, FRISCO, HEATH, McKINNEY, MESQUITE, PLANO, PRINCETON, PROSPER, RICHARDSON, ROCKWALL, and SEAGOVILLE); and

**WHEREAS**, Customer Cities of the NTMWD RWWS are participating in the RCMOM developed in connection with aforementioned MOU (specifically, ANNA, FAIRVIEW, LUCAS, MELISSA, AND PARKER); and

- **WHEREAS**, each of the Member Cities and Customer Cities who are parties to this Agreement shall hereinafter be referred to as "Communities" within this Agreement; and
- **WHEREAS**, in order to implement portions of the RCMOM, it will be necessary for NTMWD representatives and its contractors to access wastewater pipelines and other wastewater facilities owned by the Communities; and
- **WHEREAS**, in order to implement portions of the RCMOM, it will be necessary for NTMWD to expend funds and other NTMWD resources; and
- **WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes 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**, implementing the RCMOM is a governmental function which will benefit the citizens of all parties to this Agreement; and
- **WHEREAS**, the Communities and NTMWD have determined that the RCMOM may be implemented most expeditiously and economically through this Agreement.
- **NOW, THEREFORE**, this Agreement is made and entered into by and between the Communities and NTMWD for the mutual consideration stated herein.

# ARTICLE ONE The Project

- 1.01 The RCMOM identifies roles and responsibilities for NTMWD and Communities. Each of the Communities and NTWMD shall endeavor to implement the components of RCMOM as appropriate for their respective systems.
- 1.02 This Agreement is necessary to execute the capacity coordination approach, developed in cooperation with Communities and NTMWD, as identified in the RCMOM. The purpose of the capacity coordination is to jointly establish a collaborative process and approach to capacity planning that will provide a common basis and understanding of regional system capacity, and foster interface between Communities and NTMWD systems.
- 1.03 The goals of the regional capacity coordination are to meet the level of service goals identified in the RCMOM, understand community system plans and operation impacts on the regional system, optimize capital and

operational improvements based on community considerations, and assist NTMWD and Communities in planning sewer capacity improvements, maintenance, and operation with an increased understanding of existing and future conditions of the regional system.

- 1.04 For Communities that execute this ILA, NTMWD representatives and its contractors will coordinate with signatory representatives to perform fieldwork at mutually agreeable locations within Communities' infrastructure for purposes such as field survey at critical Communities locations, installation and monitoring of rain gauges and flow meters, and other appropriate field activities to support the execution of the RCMOM plan. For Communities that do not execute this ILA, similar fieldwork will be conducted within NTMWD infrastructure at locations as near as reasonably possible to critical Communities locations.
- 1.05 NTMWD shall coordinate with Communities' representatives and obtain permits where required at least 14 days prior to entering Community infrastructure, and provide plans for work to be completed with the Communities' infrastructure. NTMWD shall provide, or cause its contractors to provide, adequate general liability and motor vehicle insurance protecting the Communities when conducting work within or at the Community's wastewater pipelines and other wastewater facilities; and to provide certificates of insurance and policy endorsements as applicable prior to such work.
- 1.06 Communities shall provide NTMWD representatives and its contractors reasonable access to each Community's wastewater pipelines and other wastewater facilities.
- 1.07 NTMWD and Communities will coordinate master planning efforts on a consistent and regular 5-year cycle to identify capacity needs early and prioritize Capital Improvement Plan efforts.

## ARTICLE TWO Duties and Payment

- 2.01 Each of the Communities participates in one or more of the following NTMWD wastewater systems and are responsible for payment of system costs in accordance with the contracts governing same:
  - a. Forney Wastewater Interceptor System;
  - b. Lower East Fork Wastewater Interceptor System;
  - c. Buffalo Creek Interceptor System;
  - d. Mustang Creek Wastewater Interceptor System; and
  - e. Upper East Fork Wastewater Interceptor System.
- 2.02 These existing contracts define the allocation of charges between and among the Communities, based on metered volumes and others contractual

bases. The costs expended by NTMWD in furtherance of the RCMOM work contemplated by this Agreement will be funded by NTMWD through the normal budgeting process, which includes budget approval by the NTMWD Board. These RCMOM costs shall be charged to the appropriate system set forth in Section 2.01 and shall be reimbursed by Communities in accordance with said contracts.

### ARTICLE THREE Funding

3.01 The Parties agree that the payments for the performance of governmental functions or services shall be made only from funds legally available to the paying party at the time the payment becomes due.

### ARTICLE FOUR Term and Termination

- 4.01 This Agreement shall become effective on the earlier of either a.) the date of the last signature, or b.) November 30, 2017. It is contemplated that every Community listed in this Agreement may not execute the Agreement. In that event, the Agreement shall be valid and enforceable only as to each of the parties executing the Agreement. Unless terminated in accordance with Section 4.02, herein, This Agreement shall continue in effect annually until all obligations hereunder are completed and each party has given final acceptance of duties contemplated by this Agreement, in writing, to the other parties. This Agreement shall automatically renew annually during this period, if not terminated.
- 4.02. Any signatory to this Agreement may withdraw from the Agreement and terminate all duties, rights, and obligations hereunder by providing sixty (60) days' notice to each Party by providing a written notification to each signatory or their successor(s) at the applicable Town or City.

## ARTICLE FIVE Immunity

5.01 It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

### ARTICLE SIX Successors and Assigns

6.01 This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. No party will assign or transfer an interest in this Agreement without the written consent of each of the other parties.

#### ARTICLE SEVEN Venue

7.01 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in the District Courts of Collin County, Texas.

# ARTICLE EIGHT Interpretation

8.01 This is a negotiated document and should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

### ARTICLE NINE Remedies, Non-Waiver

9.01 No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of each of the parties. It is further agreed that one or more instances of forbearance by any party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

## ARTICLE TEN Entire Agreement

10.01 This Agreement, including the MOU and the RCMOM incorporated by reference herein, embodies the entire agreement between the parties as to the matters contained within it and may only be modified in writing executed by all parties to the Agreement.

#### [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

#### **CITY OF ALLEN, TEXAS**

BY: PETER H. VARGAS TITLE: CITY MANAGER

DATE:

ADDRESS: 305 CENTURY PARKWAY, ALLEN, TEXAS 75013

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

© COUNTY OF COLLIN §

Before me, the undersigned authority on this day personally appeared Peter H. Vargas, City Manager of the City of Allen, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### **CITY OF ANNA, TEXAS**

**BY: PHILIP SANDERS** 

TITLE: CITY MANAGER

DATE:

ADDRESS: P.O. BOX 776, ANNA, TEXAS 75409

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ § **COUNTY OF COLLIN** 

Before me, the undersigned authority on this day personally appeared Philip Sanders, City Manager of the City of Anna, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### **TOWN OF FAIRVIEW, TEXAS**

BY: JULIE COUCH

TITLE: TOWN MANAGER

DATE:

ADDRESS: 372 TOWN PLACE, FAIRVIEW, TEXAS 75069

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ § **COUNTY OF COLLIN** 

Before me, the undersigned authority on this day personally appeared Julie Couch, Town Manager of the Town of Fairview, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### **CITY OF FORNEY, TEXAS**

BY: JAMES FISHER

TITLE: CITY MANAGER

DATE:

ADDRESS: P.O. BOX 826, FORNEY, TEXAS 75126

#### **ACKNOWLEDGMENT**

STATE OF TEXAS

§ §

**COUNTY OF KAUFMAN §** 

Before me, the undersigned authority on this day personally appeared James Fisher, City Manager of the City of Forney, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public,	State of Texas	

#### **CITY OF FRISCO, TEXAS**

BY: GEORGE PUREFOY TITLE: CITY MANAGER

DATE:

ADDRESS: 6101 FRISCO SQUARE BLVD., FRISCO, TEXAS 75064

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§
COUNTY OF COLLIN

Before me, the undersigned authority on this day personally appeared George Purefoy, City Manager of the City of Frisco, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### CITY OF HEATH, TEXAS

BY: BRIAN BERRY

TITLE: MAYOR

DATE:

ADDRESS: 200 LAURENCE DRIVE, HEATH, TEXAS 75032

#### **ACKNOWLEDGMENT**

STATE OF TEXAS

Š

**COUNTY OF ROCKWALL§** 

Before me, the undersigned authority on this day personally appeared Brian Berry, Mayor of the City of Heath, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public,	State of Texas

#### **CITY OF LUCAS, TEXAS**

BY: JOE GORFIDA

TITLE: CITY ATTORNEY

DATE:

ADDRESS: 665 COUNTRY CLUB ROAD, LUCAS, TX 75002-7651

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ § **COUNTY OF COLLIN** 

Before me, the undersigned authority on this day personally appeared Joe Gorfida, City Attorney of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public	State of Texas

#### **CITY OF McKINNEY, TEXAS**

BY: PAUL GRIMES

**TITLE: CITY MANAGER** 

DATE:

ADDRESS: P.O. BOX 517, McKINNEY, TEXAS 75069

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ §

COUNTY OF COLLIN §

Before me, the undersigned authority on this day personally appeared Paul Grimes, City Manager of the City of McKinney, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### CITY OF MELISSA, TEXAS

BY: JASON LITTLE

TITLE: CITY MANAGER

DATE:

ADDRESS: 3411 BARKER AVENUE, MELISSA, TEXAS 75454

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF COLLIN §

Before me, the undersigned authority on this day personally appeared Jason Little, City Manager of the City of Melissa, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### CITY OF MESQUITE, TEXAS

BY: CLIFFORD V. KEHELEY, JR.

TITLE: CITY MANAGER

DATE:

ADDRESS: P.O. BOX 850137, MESQUITE, TEXAS 75185-0137

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

88 **COUNTY OF DALLAS** 

Before me, the undersigned authority on this day personally appeared Clifford V. Keheley, Jr., City Manager of the City of Mesquite, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public,	State of Texas

#### CITY OF PARKER, TEXAS

**BY: JEFFRY FLANIGAN** 

TITLE: CITY ADMINISTRATOR

DATE:

ADDRESS: 5700 E PARKER RD PARKER, TEXAS 75002-6767

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ § **COUNTY OF COLLIN** 

Before me, the undersigned authority on this day personally appeared Jeffry Flanigan, City Administrator of the City of Parker, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public,	, State of Texas	

#### CITY OF PLANO, TEXAS

BY: BRUCE D. GLASSCOCK TITLE: CITY MANAGER

DATE:

ADDRESS: P.O. BOX 860358, PLANO, TEXAS 75086-0358

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF COLLIN §

Before me, the undersigned authority on this day personally appeared Bruce D. Glasscock, City Manager of the City of Plano, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary	Public, S	tate of	Texas	

#### CITY OF PRINCETON, TEXAS

BY: DEREK BORG

TITLE: CITY MANAGER

DATE:

ADDRESS: 123 W. PRINCETON DRIVE, PRINCETON, TEXAS 75407

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ § **COUNTY OF COLLIN** 

Before me, the undersigned authority on this day personally appeared Derek Borg, City Manager of the City of Princeton, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### **TOWN OF PROSPER, TEXAS**

BY: HARLAN JEFFERSON TITLE: TOWN MANAGER

DATE:

ADDRESS: P.O. BOX 397, PROSPER, TEXAS 75078

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ §

COUNTY OF COLLIN §

Before me, the undersigned authority on this day personally appeared Harlan Jefferson, Town Manager of the Town of Prosper, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public.	State of Texas	

#### **CITY OF RICHARDSON, TEXAS**

BY: DAN JOHNSON

TITLE: CITY MANAGER

DATE:

ADDRESS: P.O. BOX 830309, RICHARDSON, TEXAS 75083

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF DALLAS §

Before me, the undersigned authority on this day personally appeared Dan Johnson, City Manager of the City of Richardson, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public, State of Texas

#### **CITY OF ROCKWALL, TEXAS**

BY: RICHARD CROWLEY TITLE: CITY MANAGER

DATE:

ADDRESS: 385 S. GOLIAD, ROCKWALL, TEXAS 75087

#### **ACKNOWLEDGMENT**

STATE OF TEXAS

§

**COUNTY OF ROCKWALL§** 

Before me, the undersigned authority on this day personally appeared Richard Crowley, City Manager of the City of Rockwall, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public,	State of Texas	

#### CITY OF SEAGOVILLE, TEXAS

BY: PATRICK STALLINGS TITLE: CITY MANAGER

DATE:

ADDRESS: 702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

88 **COUNTY OF DALLAS** 

Before me, the undersigned authority on this day personally appeared Patrick Stallings, City Manager of the City of Seagoville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public. State of Texas	

#### NORTH TEXAS MUNICIPAL WATER DISTRICT

BY: THOMAS W. KULA

TITLE: EXECUTIVE DIRECTOR

DATE:

ADDRESS: 501 E. BROWN STREET, WYLIE, TEXAS 75098

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

§ § **COUNTY OF COLLIN** 

Before me, the undersigned authority on this day personally appeared Thomas W. Kula, Executive Director of the North Texas Municipal Water District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and swore to me that he executed the same for the purposes and the consideration therein expressed, and as the act and deed of said entity.

Notary Public,	State of Texas

### **EXHIBIT A**

MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT OF A REGIONAL CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PROGRAM

#### NORTH TEXAS MUNICIPAL WATER DISTRICT

#### MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT OF A REGIONAL CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PROGRAM

WHEREAS, the City of Allen, the City of Forney, the City of Frisco, the City of Heath, the City of McKinney, the City of Mesquite, the City of Plano, the City of Princeton, the Town of Prosper, the City of Richardson, the City of Rockwall and the City of Seagoville, (individually and collectively the "Communities"), have entered into various contracts (the "Contracts") for the collection, conveyance, and treatment of wastewater from their various systems (the "Systems"); and

WHEREAS, the Contracts do not include explicit provisions related to maintenance, management, and operation of the Systems; and

WHEREAS, each entity has its own unique collection system and appropriations approval by their respective governing body, the program will be implemented consistent with the needs and appropriated funding of each entity; and

WHEREAS, North Texas Municipal Water District ("NTMWD") and the Communities have a goal to improve wastewater collection capacity, management, operations, and maintenance programs of the Systems; and

NOW THEREFORE, NTMWD and the Communities agree to the following:

NTMWD and the Communities shall work together in good faith to establish a model written Regional Capacity, Management, Operations, and Maintenance (CMOM) program related to the following aspects of NTMWD's and Communities' practices, assets, and programs.

- a. Emergency response and mitigation plan,
- b. Collection system cleaning program,
- c. Comprehensive Fats, Roots, Oil, and Grease (FROG) program,
- d. Condition assessment: Force mains, lift stations, manholes, gravity sewers, and service laterals,
- e. Hydraulic modeling capacity assessment,
- f. Formalized operation and maintenance ("O&M") training program including standard operating procedures and classroom training,
- g. Point of entry and flow metering program,
- h. Maintenance management system, and
- i. Framework for identification and implementation of NTMWD and Community capital project needs resulting from condition and capacity assessments.

This Memorandum of Understanding will be effective the date of the last signature with an awareness all Communities may not participate.

AGREED:

Thomas W. Kula Executive Director, NTMWD	9/14/2015 Date
Peter H. Vargas City Manager, City of Allen	Date
Brian Brooks City Manager, City of Forney	Date
George Purefoy City Manager, City of Frisco	Date
Ed Thatcher City Manager, City of Heath	Date
Tom Muehlenbeck Interim City Manager, City of McKinney	Date
Ted Barron City Manager, City of Mesquite	Date

AGREED:	
Thomas W. Kula Executive Director, NTMWD	Date
Peter H. Vargas City Manager, City of Allen	Septemberg, 2015 Date
Brian Brooks City Manager, City of Forney	Date
George Purefoy City Manager, City of Frisco	Date
Ed Thatcher City Manager, City of Heath	Date
Tom Muehlenbeck Interim City Manager, City of McKinney	Date
Ted Barron City Manager, City of Mesquite	Date

AGREED:	
Thomas W. Kula Executive Director, NTMWD	Date
Peter H. Vargas City Manager, City of Allen	Date
Brian Brooks City Manager, City of Forney	<u>8/18/2015</u> Date
George Purefoy City Manager, City of Frisco	Date
Ed Thatcher City Manager, City of Heath	Date
Tom Muehlenbeck Interim City Manager, City of McKinney	Date
Ted Barron City Manager, City of Mesquite	Date

AGREED:	
Thomas W. Kula Executive Director, NTMWD	Date
Peter H. Vargas City Manager, City of Allen	Date
Brian Brooks City Manager, City of Forney	Date
George Purefoy City Manager, City of Frisco	September 1, 2015  Date
Ed Thatcher City Manager, City of Heath	Date
Tom Muehlenbeck Interim City Manager, City of McKinney	Date
Ted Barron City Manager, City of Mesquite	Date

AGREED:	
Thomas W. Kula Executive Director, NTMWD	Date
Peter H. Vargas City Manager, City of Allen	Date
Brian Brooks City Manager, City of Forney	Date
George Purefoy City Manager, City of Frisco	Date
Ed Thatcher City Manager, City of Heath	26 Aug 2015 Date
Tom Muehlenbeck Interim City Manager, City of McKinney	Date
Ted Barron City Manager, City of Mesquite	Date

AGREED:	
Thomas W. Kula Executive Director, NTMWD	Date
Peter H. Vargas City Manager, City of Allen	Date
Brian Brooks City Manager, City of Forney	Date
George Purefoy City Manager, City of Frisco	Date
Ed Thatcher City Manager, City of Heath	Date
Tom Muehlenbeck Interim City Manager, City of McKinney	8/3//5 Date
Ted Barron City Manager, City of Mesquite	Date

AGREED:	
Thomas W. Kula Executive Director, NTMWD	Date
Peter H. Vargas City Manager, City of Allen	Date
Brian Brooks City Manager, City of Forney	Date
George Purefoy City Manager, City of Frisco	Date
Ed Thatcher City Manager, City of Heath	Date
Tom Muehlenbeck Interim City Manager, City of McKinney	Date
Ted Barron City Manager, City of Mesquite	9-17-15 <sup>-</sup> Date

# MEMORANDUM OF UNDERSTANDING: REGIONAL CMOM PROGRAM PAGE 3 Bruce D. Glasscock City Manager, City of Plano Derek F. Borg Date City Manager, City of Princeton Harlan Jefferson Date Town Manager, Town of Prosper Date Dan Johnson City Manager, City of Richardson **Rick Crowley** Date City Manager, City of Rockwall

Date

Pat Stallings

Acting City Manager, City of Seagoville

Bruce D. Glasscock City Manager, City of Plano	Date
Derek F. Borg City Manager, City of Princeton	9-8-15 Date
Harlan Jefferson Town Manager, Town of Prosper	Date
Dan Johnson City Manager, City of Richardson	Date
Rick Crowley City Manager, City of Rockwall	Date
Pat Stallings Acting City Manager, City of Seagoville	Date

Bruce D. Glasscock City Manager, City of Plano	Date
Derek F. Borg City Manager, City of Princeton	Date
Harlan Jefferson Town Manager, Town of Prosper	Date / / / / / /
Dan Johnson City Manager, City of Richardson	Date
Rick Crowley City Manager, City of Rockwall	Date
Pat Stallings Acting City Manager, City of Seagoville	Date

Bruce D. Glasscock City Manager, City of Plano	Date
Derek F. Borg City Manager, City of Princeton	Date
Harlan Jefferson Town Manager, Town of Prosper  Dan Johnson City Manager Oity of Richardson	Date 9/8/15  Date
Rick Crowley City Manager, City of Rockwall	Date
Pat Stallings Acting City Manager, City of Seagoville	Date

Bruce D. Glasscock City Manager, City of Plano	Date
Derek F. Borg City Manager, City of Princeton	Date
Harlan Jefferson Town Manager, Town of Prosper	Date
Dan Johnson City Manager, City of Richardson	Date
Rick Crowley City Manager, City of Rockwall	
Pat Stallings Acting City Manager, City of Seagoville	Date

Bruce D. Glasscock City Manager, City of Plano	Date
Derek F. Borg City Manager, City of Princeton	Date
Ray Smith Mayor, Town of Prosper	Date
Dan Johnson City Manager, City of Richardson	Date
Rick Crowley City Manager, City of Rockwall	Date
Pat Stallings Interim City Manager, City of Seagoville	<u>08/10/2815</u> Date