

MEMORANDUM OF UNDERSTANDING
between
NORTH TEXAS MUNICIPAL WATER DISTRICT
and
CITY OF PLANO
for
RESIDENTIAL IRRIGATION EVALUATION PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD”)**, a political subdivision of the State of Texas, and the **CITY OF PLANO (“CITY”)**, a Texas municipal corporation. NTMWD and CITY may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, NTMWD, as a regional water provider, seeks to educate persons on the importance of water conservation in the region; and

WHEREAS, to further that purpose, the NTMWD has contracted with M and M Irrigation and Illumination to provide residential sprinkler system evaluations, at no charge, for residents in certain cities through a water conservation pilot program (“Program”); and

WHEREAS, various areas of the City of Plano are included in this Program and the Parties wish to ensure that residents within the eligible Plano area are aware of the Program and its benefits; and

WHEREAS, Chapter 791 of the Government Code (“Interlocal Cooperation Act”) allows local governments to contract to provide governmental functions.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

Section I. Parties’ Obligations.

1.1 The Program.

A. The City agrees to the following:

(i) Promote the Program to its residents through social media, City website, relevant outreach and educational events, and City newsletters.

(ii) Provide a link for Program registration on the LiveGreenInPlano.com webpage and Plano.gov/Water.

(iii) Following completion of an evaluation, solicit feedback from the City resident and inquire whether the resident has made, or intends to make, adjustments to

their sprinkler system or to modify their irrigation practices based on the evaluation findings.

(iv) For no longer than twelve months following completion of an evaluation, the City agrees to share the water consumption statistics of program participants with NTMWD, as agreed to in writing by the City resident when requesting an evaluation.

B. The NTMWD agrees to the following:

(i) Implement the Program for designated areas within the City.

(ii) Hire and manage the third-party evaluation firm, and ensure through advertising and all Program materials, City residents are aware that all questions and complaints regarding the Program are to be made to either the NTMWD or the third-party evaluation firm.

(iii) The NTMWD understands and agrees that the City shall not be liable for any complaints or damages as a result of performance of the Program.

1.2 Use of Plano's Logo. In accordance with the provisions of Section 2-1 of Article I of the City of Plano Code of Ordinances, the NTMWD is authorized to use the official Plano logo and the Live Green in Plano logo for the advertisement of this Program. This authorization is strictly for the promotion and publicizing of this Program to Plano residents, and all advertising material and use of the logos must be pre-approved by the Plano City Manager, or his designee.

Section II. Effective Date and Termination.

2.1 Effective Date. The effective date of this MOU is the date of execution of the last to sign the MOU.

2.2 Expiration of MOU. This MOU shall terminate at the completion of the Program or April 30, 2027, whichever occurs first.

Section III. Miscellaneous.

3.1 Notices. Notice shall be provided in writing at the following addresses:

**NORTH TEXAS MUNICIPAL
WATER DISTRICT**
Alex Johnson
Director of Communications
501 E. Brown Street
Wylie, Texas 75098

CITY OF PLANO
Andrea Chick
Senior Water Coordinator
P.O. Box 860358
Plano, TX 75068-0358

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

3.2 Entire Understanding and Amendments. This MOU embodies the entire understanding between the Parties and supersedes all prior understandings with respect to the matters addressed herein. This MOU may be amended or supplemented only by a written instrument executed by the Parties.

3.3 No Joint Enterprise. The Parties do not intend that this MOU be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

3.4 Third Party Beneficiaries. There are no third-party beneficiaries to this MOU.

3.5 Construction and Interpretation. This MOU shall not be construed against the drafting Party.

3.6 Severability. If any provision of this MOU is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable.

3.7 No Discrimination. In the performance of this MOU, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.

3.8 Signature Authority. Each of the individuals signing this MOU warrants that he or she is duly and properly authorized to execute this MOU on behalf of his or her respective Party.

3.9 Interlocal Cooperation Act Compliance. Each Party agrees that payment for the performance of any governmental functions or services related to the subject of this MOU will be made by the Party requesting such functions or services and any payments shall be made from current revenues available to the paying party.

**NORTH TEXAS MUNICIPAL WATER
DISTRICT**

Date: _____

By: _____
Jennafer P. Covington
Executive Director/General Manager

CITY OF PLANO, TEXAS

Date: _____

By: _____

Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

for Paige Mims, CITY ATTORNEY