



# WASHOE COUNTY

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## STAFF REPORT BOARD MEETING DATE: June 21, 2016

CM/ACM DS  
Finance DN  
DA ✓  
Risk Mgmt DS  
HR N/A  
Comptroller CH

**DATE:** May 25, 2016

**TO:** Board of County Commissioners

**FROM:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects  
Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)

**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-2040, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

**SUBJECT:** Approve an Interlocal Agreement between Washoe County, the City of Reno, and the City of Sparks for reimbursement to the City of Reno [\$9,200.00] for Washoe County's share of professional consulting services for a Pretreatment Local Limits Evaluation of the Truckee Meadows Water Reclamation Facility and the South Truckee Meadows Water Reclamation Facility. (Commission District 2.)

### SUMMARY

The purpose of this request is to set forth the terms and conditions governing an Interlocal Agreement between Washoe County (County), the City of Reno (Reno), and the City of Sparks (Sparks), collectively referred to as the Parties, for reimbursement to Reno for a local limits study of the Truckee Meadows Water Reclamation Facility (TMWRF) and South Truckee Meadows Water Reclamation Facility (STMWRF) facilities. Per the terms of the agreement, the City of Reno has contracted directly with CWA Consulting Services to perform a local limits study for the waste water treatment facilities.

Under the terms of the consultant agreement, the Washoe County and the Cities of Reno and Sparks will work with the Consultant to review, and if needed, develop revised local limits for the region in accordance with the U.S. Environmental Protection Agency (EPA) 2004 Local Limits Development Guidance document.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

There has been no previous action.

### BACKGROUND

To protect TMWRF's and STMWRF's operations and to ensure that the sewer treatment plants discharge comply with State and Federal requirements, sewer user limitations or "local limits" were developed in 1989 and re-evaluated in 1997. As an outcome of the EPA's March 2015 audit of the regions' pretreatment programs, the EPA's July 2015 Clean Water Act Pretreatment report mandates both Cities (and Washoe County) review and evaluate the local limits.

**AGENDA ITEM # 11.C.2.**

Under contract with the City of Reno, CWA Consulting will review, and if needed, develop revised local limits recommendations for the region in accordance with the U.S. EPA's 2004 Local Limits Development Guidance document. This will involve the review of existing TMWRF and STMWRF sample data and information, assisting in the development of a sampling plan, reviewing data for quality assurance/quality control purposes, compiling all data, entering data used in calculating local limits, reviewing and assisting with the revision of existing local limits ordinance language.

Staffs from each jurisdiction are working together, recognizing that local limits should be developed cooperatively to ensure consistency across jurisdictions. This approach recognizes that both the TMWRF and STMWRF facilities receive sewer flows from industrial users located in each other's jurisdictions.

### **FISCAL IMPACT**

Sufficient funds and budget authority for the reimbursement to the City of Reno exist in Washoe County Sewer Utility cost center 664900, account 710400.

A Business Impact Statement per NRS 237 is not required because this is not a rule.

### **RECOMMENDATION**

It is recommended the Board of County Commissioners approve an Interlocal Agreement between Washoe County, the City of Reno, and the City of Sparks for reimbursement to the City of Reno [\$9,200.00] for Washoe County's share of professional consulting services for a Pretreatment Local Limits Evaluation of the Truckee Meadows Water Reclamation Facility and the South Truckee Meadows Water Reclamation Facility.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendations, a possible motion would be: "Move to approve an Interlocal Agreement between Washoe County, the City of Reno, and the City of Sparks for reimbursement to the City of Reno [\$9,200.00] for Washoe County's share of professional consulting services for a Pretreatment Local Limits Evaluation of the Truckee Meadows Water Reclamation Facility and the South Truckee Meadows Water Reclamation Facility."

## INTERLOCAL AGREEMENT

### 1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between the City of Reno ("Reno"), a municipal corporation, the City of Sparks ("Sparks"), a municipal corporation and Washoe County ("County"), a political subdivision of the State of Nevada, collectively the "Parties". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### 2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.3 Reno and CWA Consulting entered into a Consultant Agreement for Pretreatment Local Limits Evaluation in the amount of \$61,328.00 (the "Services"). The description of the work is set forth in Exhibit A.

2.4 County has agreed to reimburse Reno the sum of \$9,200.00 for the Services.

2.5 Sparks has agreement to reimburse Reno the sum of \$21,465.00 for the Services.

### 3) RIGHTS & DUTIES

3.1 Reno

3.1.1 Reno has contracted with CWA Consulting, who will perform the services the Project and submit invoices to Reno services described in Exhibit A. Reno will review and verify the invoices. Reno will then submit invoices for reimbursement to County and Sparks upon receipt by Reno.

3.1.2 Reno will, through its designated representative, provide to County and Sparks any information requested relating to any invoice submitted for payment.

3.1.3 Reno will set up a separate account for the Service, if not already existing, so that check numbers along with copies of cancelled checks for all expenditures can be submitted, as well as an exact itemization of Project expenditures, and copies of itemized invoices.

### 3.2 County and Sparks

3.2.1 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the County and Sparks' representative shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.2 The total amount of invoices paid pursuant to this Agreement for County is the sum of \$9,200.00 and for Sparks is the sum of \$21,465.00.

## 4) INDEMNIFICATION

4.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 The Parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees.

## 5) MISCELLANEOUS PROVISIONS

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event a party fails to appropriate or budget funds for the purposes as specified in this Agreement, Reno hereby consents to the termination of this Agreement. In such event, the party shall notify Reno in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party (by personal delivery to an officer or authorized representative of a corporate Party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To Reno: John Flansberg, P.E., Director of Public Works  
City of Reno  
1 East First Street, 7<sup>th</sup> Floor  
Reno, Nevada 89501

To County: David Solaro, Director of Community Services  
1001 E. 9<sup>th</sup> Street  
Reno, NV 89512

To Sparks: Neil C. Krutz, P.E., Community Services Director  
431 Prater Way  
Sparks, NV 89431

-INTENTIONALLY LEFT BLANK-

5.9 This Agreement is effective upon the date the last signing Party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WASHOE COUNTY

CITY OF RENO

Dated this \_\_\_ day of \_\_\_\_\_, 2016

Dated this \_\_\_ day of \_\_\_\_\_, 2016

By \_\_\_\_\_  
Kitty K. Jung, Chair

By \_\_\_\_\_  
Hillary L. Schieve, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Washoe County Clerk

\_\_\_\_\_  
Ashley Turney, Reno City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
Deputy City Attorney

CITY OF SPARKS

Dated this \_\_\_ day of \_\_\_\_\_, 2016

By \_\_\_\_\_  
Geno Martini, Mayor

ATTEST:

\_\_\_\_\_  
Sparks City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sparks City Attorney

**Local Limits Development  
Proposal  
CWA Consulting Services, LLC.  
7-17-15**

**A. Background**

The City of Reno owns, co-owns and contracts with other jurisdictions for the purpose of providing wastewater treatment. The City desires to complete a local limits evaluation and development of Local Limits in accordance with the U.S. Environmental Protection Agency's (EPA) 2004 Local Limits Development Guidance document, as required by 40 CFR Section 403.5(c), 40 CFR 122.44(j)(2)(ii) and the City's National (Nevada) Pollutant Discharge Elimination System (NPDES) permit. CWA Consulting Services, LLC (CWACS) is proposing to provide a Local Limits evaluation for the wastewater treatment plants in the Reno and Sparks jurisdictions.

**B. Scope of Work**

The City holds NPDES and groundwater permits for and operates the following Publicly-Owned Treatment Works (POTW) and/or contracts for wastewater services with another jurisdiction as follows:

Name	Permit Number	Location of Treatment Works	Discharge made to Waters of the State	POTW Permittee(s)	Permit Effective/Expires
Truckee Meadows WRF	NV0020150	8500 Clean Water Way, Reno, NV 89502	Truckee River via Steamboat Creek	City of Reno and the City of Sparks	5/8/12-5/8/17
South Truckee WRF	NS0040024	8500 Mira Loma Road, Reno, NV 89501	Groundwaters of the State	Washoe Co Utility Division	10/04/07 - 10/4/12
Reno-Stead Water Reclamation Facility (RSWRF)	NS2008500 Groundwater Permit	4250 Norton Drive, Reno, Nevada 89506	Swan Lake (Lemmon Valley Playa) via Swan Creek. Swan Lake is not a Water of the US. Discharge is also made to groundwaters of the State and for reuse.	City of Reno	3/15/13 - 3/14/18

## C. The Local Limits Project

### 1. General Process

- a. Establish an agreed project schedule and tasks.
- b. Collect of data/information from the City and analyze data for further sampling/data needs.
- c. Compile all data, identify data needs and develop an initial Pollutants of Concern list. Evaluate the data to assure it is representative and exclude data where it is statistically different using Grubb's Test ( $\alpha = 0.05$ ).
- d. Collect, analyze and compile additional sampling data.
- e. Develop a final Pollutants of Concern (POC) list.
- f. Calculate a MAHL and MAIL for each POC and provide the data and assumptions to the City.
- g. Provide training to City staff and management on the local limits development.
- h. Make decisions regarding POTW specific decisions for setting final local limits.
- i. Develop legal authority language to reflect updates to local limits.
- j. Develop a submittal package and respond to Approval Authority comments.
- k. Provide Management and City Council support.
- l. Provide Public Notice support.

2. Local limits are those concentrations or loadings of pollutants that a POTW can accept and prevent Pass Through, Interference, adverse health effects, or a violation of the General and Specific Prohibitions. These limits are adopted by the POTW into their legal authority and apply at the point of discharge from the industrial user into the sewerage system. Local limits are Pretreatment Standards and are based on the Maximum Allowable Headworks Loading (MAHL).

*Maximum Allowable Industrial Loading (MAIL)* means the total mass of a pollutant that all Industrial Users (or a subgroup of Industrial Users as identified by the City) may discharge pursuant to the local limits developed under 40 CFR Section 403.5(c). *From CWACS.*

*Maximum Allowable Headworks Loading (MAHL)* means the maximum loading of a pollutant that can be received at the POTW's headworks without causing Pass Through, Interference, interfere with beneficial reuse of sludge, or cause an adverse effect on worker health and safety. *From CWACS.*

*Pollutant of Concern (POC)* means any pollutant that is measured or present in concentrations or mass where there is a reasonable potential for the pollutant to cause or contribute to Pass Through, Interference or exceed another environmental standard or criterion evaluated in the development of local limits. A POC may not be a POC for local limits unless discharged by an Indirect Discharger in levels that would cause or contribute to Pass Through or Interference or violate a Specific Prohibition. *From CWACS.*

The first step of the process is to review and compile data, supplementing data with additional monitoring where necessary. The POTW develops a list of Pollutants of Concern to further evaluate. When the final Pollutants of concern are identified, the POTW takes applicable standards and flows to calculate all applicable Allowable Headworks Loading (AHL) for each Standard. The POTW then uses the most stringent AHL, the MAHL, in calculating local limits.

To calculate the MAIL (or local limit), the POTW subtracts out an EPA recommended Safety Factor. The POTW then subtracts out domestic+commercial loadings to obtain the MAIL, which is the regulatory number that EPA approves. If the City is adopting uniform concentration-based local limits, the City may set aside some of the MAIL for expansion of existing industrial users or new industrial users. This "set aside" is at the full discretion of the POTW and may be implemented without further notice to EPA as long as the approved MAIL does not change (see 40 CFR Section 4093.18 and the 2004 EPA Local Limits guidance manual). The City may adopt uniform concentration limits or the MAIL or a combination of these.

Local limits must be calculated to protect each POTW and each discharge permit. This means that there would be three separate local limits evaluations occurring simultaneously. Whether or not the most stringent limit would be adopted to cover all dischargers within the jurisdiction or if separate local limits would be set for each POTW service area would be determined after the draft local limits are calculated.

CWACS will provide recommendations on specific areas where the cities have discretion in the local limits calculations. These discretionary decisions will often affect the specific numeric limitation. City staff will analyze the draft local limits against the maximum discharge level by Significant Industrial Users (SIUs). Where a SIU is required to meet a new local limit that is less than what the SIU discharges, the City will have several options. The City would generally recommend that the SIU evaluate sources of the pollutant and possible control measures. The City would include a permit compliance schedule to meet the local limit within

a reasonable amount of time. Alternatively, the City could issue a compliance schedule in an enforcement action.

3. Project Schedule

The project schedule below illustrates project tasks and timetable that would be projected based upon current information available for the three POTWs and the expectation that reviews would be completed on or before the target timeframes:

<b>Project start</b>	<b>Day 0: Written Notice to Proceed</b>
Consultant provides checklist for local limits information. Consultant on-site.	Days 2
City Project contact provides data and information as requested by consultant.	By day 32
Consultant provides initial list of Pollutants of Concern (POCs) and sampling data needed.	By day 77
Jurisdictions provide additional sampling data as needed.	By day 197
Consultant provides the final list of POCs and Draft 1 of Local Limits. Consultant on-site.	By day 230
Jurisdictions provide review and comment on Draft 1	By day 260
Consultant provides Draft 2 of the local limits for review	By day 290
Jurisdictions provide review and comment on Draft 2	By day 310
Consultant provides Final Draft intended for informal EPA review.	By Day 320
Consultant provides support for EPA questions and prepares a Final Draft for Jurisdiction actions.	EPA review timeframe unknown. Consultant to provide Final Draft within 10 days after resolving EPA comments.
Jurisdictions pass limits through 1 <sup>st</sup> reading by city councils/boards.	ASAP after consultant Final Draft
2 <sup>nd</sup> reading by city councils and board. Submit to EPA for approval with attorney statement. EPA or jurisdiction provides a 30 day public notice in a paper of meaningful circulation.	After 1 <sup>st</sup> reading

Adopt Local Limits at same time (or shortly after EPA approval).	After EPA approval.
Project completion	Day 365 (or earlier)

Note: Some dates can be accelerated where reviews are completed quickly or sampling data collected in a shorter timeframe.

**D. General Fee Schedule**

All project costs are as specified in the current year's CWACS Project Costs provided to the City as a separate document with this proposal. The CWACS Project Costs is a *Confidential Business Information* document and must not be distributed outside of City.

Local Limits Development including review of existing information and assisting in the development of a sampling plan. Includes compiling of all data, QA/QC review of data, data entry calculating local limits, reviewing and revising existing local limits ordinance language and submittal package provided with public notice support. The Turn-Key project price is \$17,640 per POTW. Project cost increases where the POTW design flow is >35 mgd or where there are >10 SIUs. Travel expenses and on-site time are included in this proposal.

Based upon the local limits evaluation for all three POTWs being conducted as a single project, is based upon the following costs (travel built into costs for each POTW):

1. Truckee Meadows WRF (44 mgd design, >10 SIUs): \$23,844.00
2. So. Truckee Meadows WRF: \$19,869.00
3. Reno-Stead WRF: \$17,615.00 (Partial data already obtained).

Travel costs are based upon four trips, each for 2 days (including travel time). Costs include consulting time, airfare, hotel, parking, per diem and other hard costs. Timeframe for three trips defined below. One trip to be determined by City and Consultants.

Task	Scope	% of Project	Cost
	Complete Local Limits Re-Evaluation for the Truckee Meadows WRF, Reno-Stead WRF and the South Truckee WRF.	100	\$61,328.00
1	Review and compile existing data for each WRF and provide sampling recommendations for the		

	collection of additional data based upon initial Pollutants of Concern. Project Kick-Off Meeting: Consultant on-site.		
1.A.	Truckee Meadows WRF	35	\$8,345.40
1.B.	South Truckee WRF	35	\$6,954.15
1.C.	Reno-Stead WRF	35	\$6,165.25
2	Compile additional sampling data and provide a final Pollutant of Concern list.		
2.A.	Truckee Meadows WRF	20	\$4,768.80
2.B.	South Truckee WRF	20	\$3,973.80
2.C.	Reno-Stead WRF	20	\$3,523.00
3	Provide Draft 1 on Local Limits to the City. Consultant on-site.		
3.A.	Truckee Meadows WRF	20	\$4,768.80
3.B.	South Truckee WRF	20	\$3,973.80
3.C.	Reno-Stead WRF	20	\$3,523.00
4	Provide a draft submittal report and final draft of local limits for review. Consultant on-site.		
4.A.	Truckee Meadows WRF	20	\$4,768.80
4.B.	South Truckee WRF	20	\$3,973.80
4.C.	Reno-Stead WRF	20	\$3,523.00
5	Provide responses to EPA on the review of the draft Submittal Report and City Council and public notice support.		
5.A.	Truckee Meadows WRF	5	\$1,192.20
5.B.	South Truckee WRF	5	\$993.45
5.C.	Reno-Stead WRF	5	\$880.75

This firm proposal expires September 1, 2015.

*Curt McCormick*

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Curt McCormick  
Managing Member, CWACS