

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 28 day of July, 2008, by and between the CITY OF RENO and the CITY OF SPARKS, hereinafter referred to as "CITIES" and LIMNO TECH, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the CITIES wish to secure services for Phase I Preliminary Stakeholder Education on Watershed-based Water Quality Planning and TMDL Development for the Truckee River in relation to TMWRF, hereinafter referred to as "PROJECT."

NOW THEREFORE, the CITIES and CONSULTANT agree as follows:

1. Objectives.

The CONSULTANT shall serve as the CITIES' consultant of record and shall give advice to the CITIES during performance of services to which this Agreement applies. All services shall be performed by the Consultant or their subconsultants.

2. Basic Services.

2.1 The CONSULTANT will perform the services set forth in Exhibit A with regard to Phase I, consisting of 10 pages, as part of this agreement and said Exhibit A is incorporated herein by this reference as if set forth in full herein. However, should any term and condition in Exhibit A contradict a term of this Agreement, the terms and conditions of this Agreement shall control.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITIES.

3. CITIES' Responsibility.

3.1 The CITIES shall designate a Project Manager to act as the CITIES' representative with respect to the work performed under this Agreement.

3.2 The CITIES shall give prompt written notice to the CONSULTANT whenever the CITIES observes or otherwise becomes aware of a problem with the project.

4. Authorization, Progress and Completion.

By execution of this Agreement, the CITIES grant to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Subsection 2 of this Agreement, and shall continue until completed. CONSULTANT will commence the services as

described in Exhibit A and will proceed with such services in a diligent manner. CITY OF RENO will be provided from CONSULTANT an electronic version of the final deliverable.

5. Compensation.

5.1 Compensation for services performed as described in Section 2, for the duration identified in Section 4 of this Agreement shall be payable at the rate set forth in Exhibit A. The charge for services breakdown is as shown on Exhibit A for a total not-to-exceed figure of \$340,000. This total not to exceed figure includes costs as well as fees.

5.2 CONSULTANT acknowledges that CITY is to be reimbursed by the Western Regional Water Commission ("WRWC") pursuant to a separate funding interlocal agreement between the CITY and the WRWC for the amount of \$197,500. CITY will invoice WRWC for its share in accordance with the terms of the interlocal agreement.

5.3 CONSULTANT shall invoice the City of Reno for the total amount of \$340,000 and will be paid that amount by the City of Reno. The City of Reno will invoice the City of Sparks for reimbursement of the City of Sparks' share of fees and costs. The City of Reno's share is the sum of \$97,800.60 and the City of Sparks' share is the sum of \$44,699.40 and each entity will pay their respective share of the CONSULTANT's fees and costs.

5.4 Invoices for services rendered shall be submitted monthly. Payment by the CITIES will be made within forty-five (45) calendar days of receipt. CITY OF RENO will hold final payment until the final deliverable is received and accepted. CITY OF RENO will have sole authority to accept or reject final deliverables based on completeness and consistency with the Project's scope of work.

6. Special Services.

No additional services shall be performed and no additional compensation shall be permitted without CITIES approved written "Supplemental Agreement". This supplemental agreement must be approved by the City Councils. Further, such supplemental agreement must be executed prior to the commencement or performance of any additional work.

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITIES, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITIES.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITIES. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and action participation by the CITIES' Project Manager.

8. Ownership of Documents.

Originals of all other records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITIES. All said documents of service shall be made available to the CITIES during the course and for use in the performance of this Agreement or in connection with the improvements contemplated by this Agreement.

9. Skill Level of Consultant.

Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

The CONSULTANT shall maintain, during the term of this Agreement, an occurrence comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the CITIES will accept certification of insurance issued by an authorized representative of the insurance carrier. Coverage must be provided by an insurance company licensed to do business in the State of Nevada with an A.M. Best Rating of A – Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the CITIES as an additional insured, if the policy so allows and at the expense of the CITIES, if there is a cost.

CONSULTANT shall maintain during the term of this Agreement and for six years after the completion of the project errors and omissions insurance, with each subsequent renewal having a retroactive date which predates the date of this Agreement, in the amount of not less than one million dollars (\$1,000,000). As evidence of errors and omissions insurance coverage, the

CITIES will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written day notice of cancellation to the certificate holder.

11. Indemnification.

a. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITIES and its officers, employees and agents (collectively "Indemnitees") from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Agreement.

b. The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

c. The CONSULTANT's indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT's negligence or other breach of duty.

12. Intellectual Property Indemnity.

To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITIES and the CITIES related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITIES in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss unless such information is promptly given to CITIES. This Indemnity Covenant shall survive the termination of this Agreement.

13. Taxes.

Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT's performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

The Parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 284.173. The parties agree that CONSULTANT is not CITIES' employee and there shall be no:

- a. Withholding of income taxes by the CITIES;
- b. Industrial insurance provided by the CITIES;
- c. Participation in group insurance plans which may be available to employees of the CITIES;
- d. Participation or contributions by either the independent contractor or CITIES to any public employee retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. Unemployment compensation coverage provided by CITIES if the requirements of NRS 612.085 for independent contractors are met.

15. Workmen's Compensation Insurance.

CONSULTANT shall carry during the term of this Agreement, Workmen's Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement.

16. Business License.

CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the CITY OF RENO.

17. Compliance with Legal Obligations.

CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay all taxes, assessments, fees, premiums, permits and licenses required by law. Further, CONSULTANT agrees

to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively "ADA") in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

18. Employment Opportunity.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color national origin, sex, sexual orientation or age. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Any violation of this provision by consultant shall constitute a material breach of contract.

19. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITIES:                      City of Reno  
   Greg Dennis, P.E.  
   Deputy Director of Public Works  
   1 East First Street  
   Reno, NV 89501

   City of Sparks  
   Wayne Seidel, P.E.  
   Public Works Director  
   910 Roberta Lane  
   Sparks, NV 89431

CONSULTANT:              Limno Tech.  
   Paul Freedman, President  
   501 Avis Drive  
   Ann Arbor, MI 48108

20. Assignment.

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either party without prior written consent of the other.

21. Integration.

This agreement represents the entire understanding of CITIES and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

22. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

23. Suspension of Work.

Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 21 of this Agreement.

24. Termination of Work.

The CITIES may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITIES fail to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work

actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

25. Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, may, provided both parties agree, be settled by arbitration in accordance with Commercial Arbitration Rules of American Arbitration Association (“AAA”) and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The AAA will not be used to facilitate the process or the selection of arbitrators. In stead, the Parties will attempt to mutually agree to the appointment of one arbitrator. If the parties cannot agree to one arbitrator, each party shall select one arbitrator and the two arbitrators will appoint a third arbitrator. The Parties agree to split the arbitrator(s) fees and expenses.

26. Attorneys’ fees.

If either party breaches this Agreement, the prevailing party in any litigation, including arbitration, concerning the Agreement is entitled to recover its court costs and reasonable attorneys’ fees.

27. Severability.

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

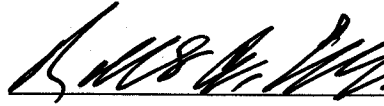
28. Due Authorization.

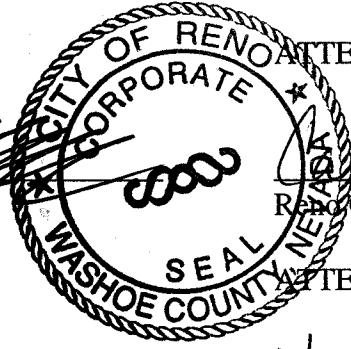
Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing.

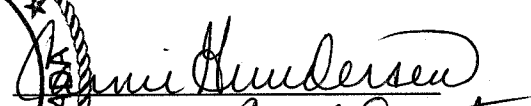


IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the year and date first above written.


CITY OF RENO


  
Robert A. Cashell, Sr, Mayor

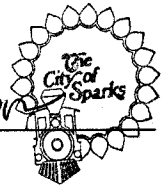


TEST:  
  
Janni Henderson  
Reno City Clerk Chief Deputy

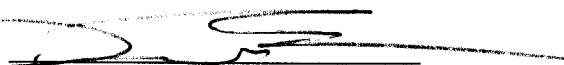
CITY OF SPARKS

  
Geno Martini, Mayor

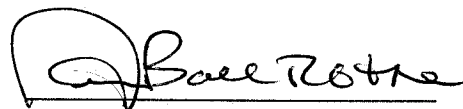
TEST:  
  
Jada Patterson  
Sparks City Clerk



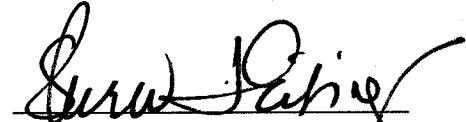
LIMNO TECH

  
Paul L. Freedman, President

APPROVED AS TO LEGAL FORM:

  
Susan Ball Rothe  
Deputy City Attorney

APPROVED AS TO LEGAL FORM:

  
Chet Adams  
City Attorney

**Exhibit "A"**  
**A Plan to Restore the Chemical, Physical, and Biological Health  
of the Truckee River**

Phase I: Preliminary Stakeholder Education on Watershed-  
based

Water Quality Planning and TMDL Development

LimnoTech, June 4, 2008

## **Background**

Restoration of the Truckee River requires a comprehensive basin-wide effort to evaluate management, pollution control and restoration strategies with respect to flow, land-use, pollutant loading, habitat and biological resources. Only in this regard can we effectively improve, protect, and sustain the biological, recreational and economic value of this important resource. Comprehensive efforts are needed that address the chemical, physical and biological aspects of this waterbody and watershed. Development of a revised Truckee River TMDL can address the chemical/water quality aspects of this comprehensive strategy, which serves as a foundation on which other efforts can be built.

A collection of water agencies with interests in the Truckee River (Cities of Reno and Sparks, Washoe County, Truckee Meadows Water Authority [TMWA], TWMRF) are proposing to collaborate with the Nevada Department of Environmental Protection, USEPA, and other stakeholders to conduct watershed-based water quality planning and thereby develop a Truckee River total maximum daily load (TMDL) for nutrients. This scope outlines a proposed approach for a phased, multi-track effort that moves the TMDL forward to completion while concurrently building understanding and planning for other important and complimentary physical and biological restoration strategies. The proposal is designed to comprehensively educate stakeholders on both technical and management elements. This will insure a transparent effort that helps build regional acceptance and move collaboratively forward towards improving the chemical, physical and biological health of the Truckee River. The approach builds upon past efforts and leverages past investments to develop science-based tools and knowledge.

As illustrated in Figure 1, the process is organized into three primary tracks which will proceed concurrently:

- **Chemical/TMDL Track:** focused on the chemical health of the river with respect to nutrients, dissolved oxygen and other constituents. This is the pathway for the development of a nutrient TMDL.
- **Physical/Watershed Track:** focused on land-based non-point source watershed improvement efforts (BMPs, stormwater control). This will

facilitate the development of a watershed planning framework which builds upon a TMDL implementation plan developed from the Chemical / TMDL track, and includes specific watershed recommendations.

- **Biological/Fish Track:** focused on improvements of the biological health and riparian and aquatic habitats of the river through restoration activities.

Three tracks will proceed concurrently, recognizing that there are overlapping considerations and obvious cross linkages. Also within each track, there will be a series of three phases representing a progression of education, analysis and refinement of recommendations for development of management and restoration plans. The Chemical/TMDL track will serve as the foundation and is expected to proceed with a faster pace than the Physical/Watershed and Biological/Fish tracks. The faster pace of the Chemical/TMDL track is a reflection of regulatory constraints as well as the maturity of the science knowledge base and modeling tools that have already been developed related to a potential TMDL. Efforts to collect data and develop models in support of the TMDL have been ongoing for several years with significant investment; as such, the TMDL is well positioned to proceed quickly. The other watershed and biological tracks are at much earlier immature state and will need to proceed more slowly until foundation knowledge, data and tools are developed.

The proposed three-tracked, phased approach is consistent with the process described in "Truckee River Watershed-Based Water Quality Improvement Program: Proposed Process Structure and Approach" (CCP 2008). The process is designed to encourage a progression of building education to develop a common understanding between stakeholders through a transparent process. The education will be viewed as successful when all stakeholders are on board and working together. What will evolve are technically defined solutions which address the chemical, physical, and biological health of the Truckee River.

## Scope of Work

This scope emphasizes only the tasks to be performed by LimnoTech related to the Chemical/TMDL track. However, the scope also includes some educational, technical, and coordination tasks for the Physical/Watershed and Biological/Fish tracks. These latter watershed tasks are intended to help integrate the Watershed Plan development effort with the TMDL development effort and do not represent a comprehensive set of tasks required for development of the Watershed Plan. Separate comprehensive scopes are expected to be developed for the Physical /Watershed and Biological/Fish tracks.

The proposed Chemical / TMDL track is broken down into three phases:

- Phase I: Core Education
- Phase II: Technical Exploration of TMDL process
- Phase III: TMDL development

As shown in Figure 1, major stakeholder "decision points" designate the transition between phases and provide a mechanism for the group to reach consensus on moving forward to a subsequent phase. Upon completion of Phase I, the Truckee River Technical Advisory Committee (TAC) as well as the larger stakeholder group will collectively decide how to proceed into Phase II. The group will make decisions related to future scope, focusing on issues and efforts they feel are most important to achieve regional consensus. This decision point allows for substantive stakeholder participation in directing efforts as necessary to achieve an approvable TMDL. As the group proceeds into Phase II, a similar decision point will be reached before moving forward onto Phase III. These same phases, although with different timing are envisioned to apply also to the Watershed and Biological planning tracks; however, the process and elements related to these latter two efforts are considerably earlier in the development and not described in any depth in this proposal.

## **Phase I: Core Education**

Phase I of the Chemical /TMDL track includes a series of tasks which focus on the preliminary education of stakeholders, identification of regulatory issues related to the development of a TMDL, resolution of technical issues related to existing data and models, coordination with other concurrent tracks, and planning for future phases. Also included in this Core Education Phase is a task under Phase 1-a of the Physical /Watershed track related to preliminary education of stakeholders on current and potential watershed improvements. A project management/coordination task is also included. Individual tasks are described below:

### **Chemical / TMDL Track: Phase I**

The objectives of this phase are:

1. **Educate Stakeholders and Participants:** The preliminary education effort in this phase is designed to enhance the understanding of stakeholders and a Technical Advisory Committee on Truckee River conditions, issues, data and tools. This will insure that all participants enter the planning process with fundamental and factual understandings, misconceptions are eliminated, and all stakeholder issues and concerns are aired. Also the interrelationship of the TMDL, watershed and biological planning tracks will be explored to insure that subsequent efforts are coordinated and complementary.
2. **Identify Regulatory Issues:** Efforts in this phase are designed to clearly identify all regulatory requirements for the TMDL development in process, objectives and technical analysis. This will insure a well designed TMDL process that can achieve final regulatory approval.
3. **Resolve Technical Issues and Refine Tools:** Phase I is intended to insure that all technical issues are clearly defined and that appropriate tools and

analysis are available to address these issues in the TMDL development process.

4. **Coordinate with Physical/Watershed and Biological/Fish Tracks:** Phase I is intended to allow for initial coordination between the concurrent tracks which focus on the physical and biological health of the river.
5. **Conduct Future Phase Planning:** Phase I is designed to not only set the stage for the TMDL but also gain consensus on scope, schedule and process for completion of subsequent phases.

The efforts needed to achieve these objectives are outlined in the tasks below.

- **Development of Educational Tools:** Develop a set of Truckee River educational tools to help educate stakeholders about the TMDL process, and the health and response of the Truckee River. A set of schematic tools will explain the overall processes of the Truckee River system in the form of brief fact sheets, summary reports, GIS maps, and figures which are based on extensive data analyses and modeling that have been conducted for the Truckee River. A simplified Truckee River watershed management and loading response tool ("TruckeeSimRiver") will be developed to enhance education, discussion and decision-making for stakeholders with various levels of technical training.
- **TAC Support: Education, Analysis, and Facilitation:** A Technical Advisory Committee is being formed (under a separate scope and authorization) to provide technical review and guidance on scientific and technical elements of this TMDL effort. This task provides support to the Truckee River Technical Advisory Committee (TAC), comprised of qualified specialists representing a range of perspectives. Educate the TAC on Truckee River science, research and analyze issues raised by the TAC, and facilitate the TAC through rigorous analysis required to reach resolution on technical conclusions.
- **Stakeholder / TMDL Working Group Support:** Participate in a series of stakeholder workshops to share knowledge and understanding of the Truckee River system, related to the TMDL revision process. Coordinate with the meeting facilitator to provide scientific expertise at the meetings in the form of technical presentations and discussion. Use education tools to better explain the science behind the river.
- **NDEP Coordination and Collaboration: Technical Issues Resolution:** Participate in discussions with NDEP to clearly define their requirements for required analyses related to the TMDL revision process, and the process requirements for what is termed a third-party TMDL conducted by a stakeholder group. Perform requested analysis likely to include an evaluation of the impacts of nutrient loading to Pyramid Lake and Lahontan Reservoir as well as consideration of phosphorus in the revised TMDL.
- **TRIG Coordination:** Coordinate with custodians the Truckee River Information Gateway website (<http://truckeeriverinfo.org/>) to supply data, models, and educational tools for stakeholder access.

- **Technical Research and Model Refinement:** Conduct model improvements necessary to support both the TMDL and watershed planning tracks. Complete upgrade of TRHSPF to the WinModel framework for enhanced data management and visualization of model output. Complete model linkage testing and issues resolution to ensure that WARMF and TRHSPF work fluidly together to predict the river's response to point and nonpoint loading. Quantify nonpoint loadings to the lower river by performing an assessment of current studies and reports which are based on existing monitoring data and modeling.
- **Phase II & Phase III Planning:** Participate in planning and scoping activities related to the continuation of Chemical / TMDL activities into Phase II and Phase III.

### **Physical / Watershed Track: Phase I-a**

This task is not part of the Chemical/TMDL track but represents foundation elements required to begin the Physical/Watershed planning track, particularly as it relates to cross linkages with the TMDL effort. It focuses on first foundation elements in compiling relevant information and studies, educating the stakeholders, participants and TAC to the point that informed decision can be made in scoping of other efforts needed to develop a watershed plan. The first task is then:

- **Watershed Education for TAC and Stakeholders:** Research ongoing, proposed, and potential future activities in the Truckee River watershed related to nonpoint source reduction and watershed-based improvements (e.g.; BMPs, stormwater controls). Summarize findings and present to stakeholders to educate the group on who is doing watershed improvements, where are they being done, and why.

### **Physical/Watershed and Biological/Fish Track Coordination**

As the Physical/Watershed and Biological/Fish track scopes are defined and activities commence an interconnection between these tracks and the Chemical/TMDL track will be established. This task will involve the coordination and sharing of information between the multiple tracks. Separate to this proposal, the stakeholders are considering hiring a consultant to compile biological studies and related information to help educate the stakeholders and TAC.

### **Project Management/Coordination**

Manage and coordinate the work of LimnoTech and any subconsultants (e.g. Systech) related to the above mentioned tasks for Phase I of the Chemical /TMDL track and Phase I-a of the Physical / Watershed track related to watershed improvement education. Provide monthly status reports on progress

and budget. Keep the stakeholder group advised of any necessary refinements to the scope or budget reallocation.

## **Phase II: Technical Exploration of TMDL**

Upon reaching Decision Point #1, the TAC / stakeholder group will collectively decide how to move on to a second phase focused on a more detailed technical exploration of the TMDL. The stakeholder group will make decisions related to scoping, and budget. In Phase II, stakeholders will build upon the educational knowledge base established in Phase I and make use of previously developed modeling and educational tools. Objectives will include:

1. **Continue stakeholder education:** In Phase II, the objectives are to continue stakeholder and TAC education but at a more detailed and technical level, consistent with understanding the detailed analysis and decisions required in a TMDL development,
2. **Frame a TMDL approach:** Phase II is designed to establish the detailed requirements, process and boundaries for the TMDL development efforts,
3. **Screen potential alternatives:** In Phase II, analysis and discussion will be undertaken to screen the universe of alternatives for pollutant control reductions down to a select list of feasible and practical approaches for consideration and refinement in the TMDL development
4. **Coordinate with Watershed and Biological Track Plans:** Additionally activities will directed to coordinate with the concurrently proceeding Physical / Watershed and Biological / Fish tracks.
5. **Conduct future phase planning:** The ultimate objective for Phase II is to establish a process and scope for Phase III that will lead to the successful development and approval of a revised TMDL.

A refined list of activities for Phase II is premature since they will be largely defined by process outcome of Phase I with substantial input from the TAC and stakeholder participants. Possible activities for this Phase II include:

- Development of a TMDL approach which considers potential risks, possible alternative pathways, continued progress towards NDEP issues resolution
- Critical review of modeling tools for final acceptance
- Technology transfer of educational and modeling tools to the public domain
- Continued support of the TAC and stakeholder groups through education, analysis and facilitation
- Application of educational and modeling tools to perform screening analysis
- Model refinement to account for ongoing and potential watershed-based improvements
- Coordination of TMDL and Biological and Watershed Tracks
- Future phase planning
- Project Management/Coordination

## Phase III: TMDL Development

Similar to the transition between Phases I and II, the TAC / stakeholder group will reach Decision Point #2 and collectively decide how to move forward to a third phase focused on TMDL development. The stakeholder group will make decisions related to scoping, and budget. In Phase III, stakeholders will focus efforts on the execution of a TMDL development approach defined during Phase II. Objectives for Phase III will include:

1. **Continue stakeholder education:** Acceptance and approval of the final TMDL is dependent on sound technical analysis but also a transparent process that provides stakeholders full understanding of the technical foundation and regulatory constraints.
2. **Resolve remaining NDEP/EPA issues:** TMDL approval requires not only stakeholder acceptance but also regulatory approval and Phase III is designed to address all regulatory issues satisfactorily.
3. **Develop TMDL :** The ultimate objective for Phase III is to develop an approvable TMDL and watershed linkages for sustainable water quality
4. **Coordinate and link the TMDL effort to ongoing physical and biological restoration plans:** Although the TMDL plan is designed to be completed first, a successful Truckee River Watershed Plan requires linkages of the TMDL to ongoing watershed efforts.

As for Phase II, Phase III tasks will be defined at the outcome of Phase II. Possible activities for Phase III include:

- Development of an appropriate methodology for defining TMDL watershed loads
- Development of potential TMDL allocation alternatives
- Continued support of the TAC and stakeholder groups through education, analysis and facilitation
- TMDL report development and submittal
- Coordination of TMDL and Biological and Watershed Tracks
- Project Management/Coordination



## **Roles and Responsibilities**

LimnoTech will serve as the principle technical consultant, performing the work described above. LimnoTech will work closely with two other consultants, Center for Collaborative Policy (CCP) and Systech Water Resources (Systech), as well as the Technical Advisory Committee (TAC) and the Stakeholder / TMDL Working Group. LimnoTech will facilitate the flow of technical information, whereas CCP will facilitate political aspects and define the dynamics of the process for stakeholder interactions. CPP will also lead activities related to meeting logistics (e.g.; scheduling, facilities, and invitations). A budget for CPP activities is not included in this scope. Systech Water Resources will provide technical support for the WARMF elements of the proposed scope and a limited budget for these activities is included in the proposed budget.

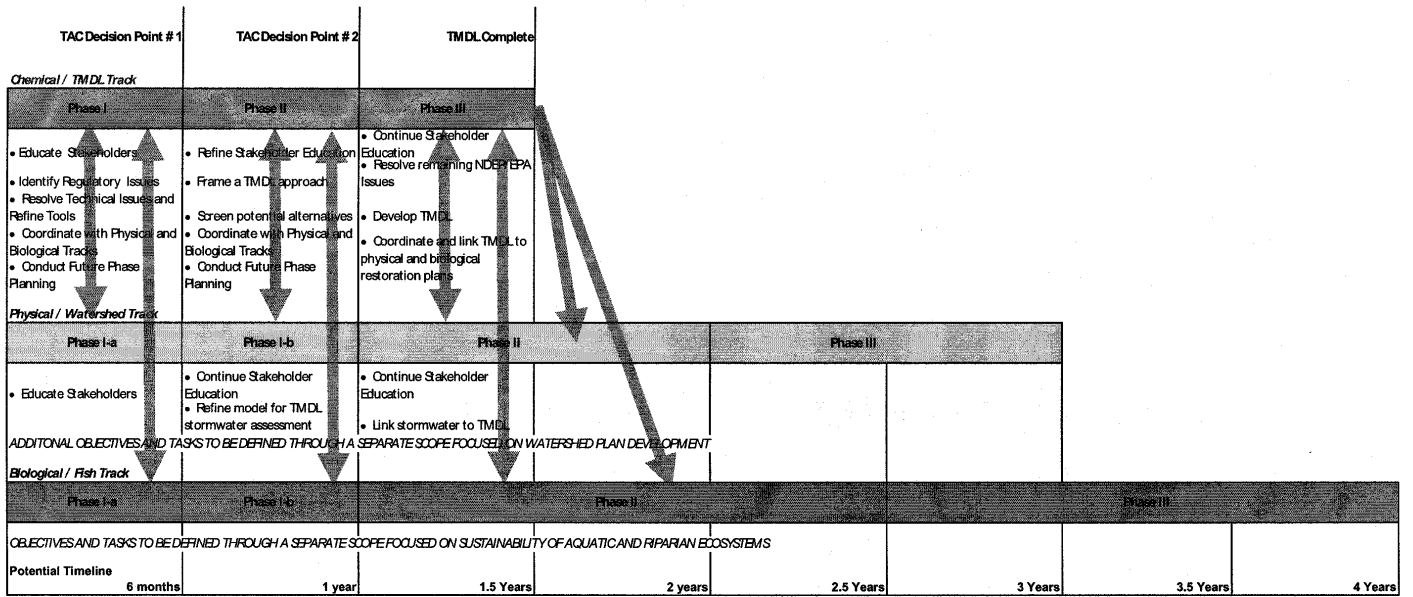


Figure 1. Schematic of three tracks for progression of watershed planning efforts for the Truckee River.

## Budget

The table below shows an estimated budget for Phase I efforts; the preliminary education phase concerning watershed-based water quality planning and a Truckee River third-party nutrient TMDL.

<i><b>Chemical / TMDL Track: Phase I</b></i>	<i><b>Budget</b></i>
1. Development of Educational Tools	50,000
2. TAC Support: Education, Analysis, and Facilitation	45,000
3. Stakeholder / TMDL Working Group Support	25,000
4. NDEP Coordination and Collaboration: Technical Issues Resolution	70,000
5. TRIG Coordination	10,000
6. Technical Research and Model Refinement	60,000
7. Phase II & Phase III Planning	15,000
<i><b>Physical / Watershed Track: Phase Ia</b></i>	
8. Watershed Education for TAC and Stakeholders	35,000
9. Physical/Watershed and Biological/ Fish Track Coordination	5,000
10. Project Management	25,000
<b>TOTAL</b>	<b>340,000</b>

The Regional Water Management Fund will support items 1, 2, 3, 5, 7, 8, 9 at 100% and item 10 and 50%, totaling \$197,500.

Preliminary estimated budgets for Phases II and III described above are approximately \$300,000 for each phase.



A-310710  
#5.9

**CITY OF SPARKS**  
**CITY COUNCIL AGENDA STAFF REPORT**  
**MEETING DATE: July 28, 2008**

<b>Title:</b> Consideration and possible approval of an Agreement with LimnoTech, Inc., for services to proceed with implementation of a third party TMDL (Total Maximum Daily Load) in the amount of \$340,000 and Sparks' share in the amount of \$44,699.40.
<b>Petitioner:</b> Wayne A. Seidel, Public Works Director
<b>Recommendation:</b> Staff recommends approval of the agreement with LimnoTech in the amount of \$340,000 and Sparks' share in the amount of \$44,699.40.
<b>Financial Impact:</b> Appropriations from CIP 9129, the Total Maximum Daily Load Project, is budgeted and available in N080-TMWRFCAP the amount of \$44,699.40. Reno will manage the payments for this contract with reimbursement from Western Regional Water Commission (WRWC) and Sparks for our appropriate shares. <i>WAS</i>
<b>Business Impact (Per NRS 237)</b> <input type="checkbox"/> A Business Impact Statement is attached. <input checked="" type="checkbox"/> A Business Impact Statement is not required because this is not a rule. <input type="checkbox"/> A Business Impact Statement is not required. This is a rule but does not impose a direct and significant economic burden on a business, or directly restrict the formation, operation or exemption of a business. <input type="checkbox"/> A Business Impact Statement is not required. This is a rule but emergency action is necessary to protect the public health and safety (requires a unanimous vote of the City Council and cannot be in effect for more than six months).
<b>Agenda Item Brief:</b> This Agreement with LimnoTech, Inc., for services to proceed with implementation of a third party TMDL (Total Maximum Daily Load) in the amount of \$340,000 with the City of Reno's share being \$97,800.60, the WRWC's share being \$197,500 and City of Sparks' share \$44,699.40. The TMDL process has been underway and relates to the TMWRF discharge permit in relationship and management of the watershed by the responsible parties.

**Background and Analysis:**

The Cities of Reno and Sparks are working with the Nevada Department of Environmental Protection to review and conceivably modify the Truckee River total nitrogen TMDL. One objective of past work has been to develop updated modeling tools and compile applicable data to develop a new TMDL that is protective of the Truckee River, and provides the Truckee Meadow Water Reclamation Facility (TMWRF) with additional operating flexibility. This scope of services is a continuation of the work provided by LimnoTech, Inc since 1998 to procure a revision to the Truckee River TMDL. The water quality model, abbreviated the TRHSPF (Truckee River Hydrologic Simulation Program – Fortran), has been calibrated and verified, and the next steps are to employ its usage. Development of a revised Truckee River TMDL can also help address the chemical/water quality aspects of a later more comprehensive strategy which has been proposed to focus on other water quality parameters such as the physical and biological needs of the river.

Effective improvement, protection, and sustainability of the biological, recreational and economic value of this community's important water resource can be achieved through a comprehensive effort that addresses the chemical, physical and biological aspects of this river and also the contributory watershed. Continued renewal of the Truckee River requires a comprehensive basin-wide effort to evaluate management, pollution control and restoration strategies with respect to flow, land-use, pollutant loading, habitat and biological resources. It is intended that Phase I funding continue building the foundation of strategies to improve and maintain river health and follow through on the TMDL process while allowing additional maneuverability to deliver sewer services.

A phased approach for assessing Truckee River water quality regarding overall river system health and the discharge of effluent from the Truckee Meadows Water Reclamation Facility was proposed and accepted by the Western Regional Water Commission in June 2008. The proposal to initiate this effort was developed by Reno, Sparks, Washoe County and the Truckee Meadows Water Authority staff. The work scope outlines a phased, multi-track effort that moves the Total Maximum Daily Load (TMDL) analysis to completion while concurrently building understanding and planning for other important and complimentary physical and biological Truckee River enhancement strategies. The Phase I work scope provides for the needed core information and further extends the research elements requested by the Nevada Division of Environmental Protection who regulates river water quality activities. The tasks are required to successfully modify the existing Truckee River TMDL through stakeholders and regulators, and are varied and complex including technical tasks requiring specialized science and engineering skills and technical facilitation experience. The total Phase I funding amount is for \$340,000 for LimnoTech Inc. which will include a contribution from the City of Reno in the amount of \$97,800.60, the Western Regional Water Commission in the amount of \$197,500, and our share in the amount of \$44,699.60. Staff recommends approval of the agreement with LimnoTech in the amount of \$340,000 and our share of \$44,699.60.

Funds for our share are available in the Sewer Enterprise fund in the amount of \$44,699.40 (13.147%) required to fully fund the agreement. A contribution from the Western Regional Water Commission in the amount of \$197,500 offsets 58% of the \$340,000 total need for both Reno and Sparks. The table below delineates the contribution and allocation of funding between Reno and Sparks and the WRWC.

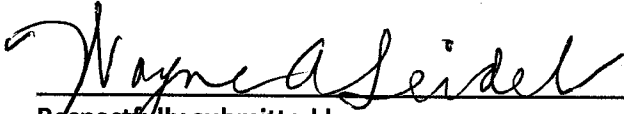
Contributions by Entity	WRWC	Reno	Sparks	Total	
	\$197,500	\$97,800.60	\$44,699.40	\$340,000	
Percent Contributed	58.088%	28.765%	13.147%	100%	

**Alternatives:**

1. City Council could approve the Agreement with cost share as outlined by Staff.
2. City Council could reject this Agreement with cost share and direct staff further.
3. City council could direct staff to provide other alternatives to this Agreement.

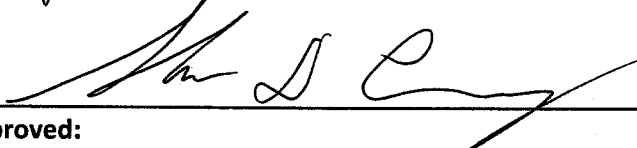
**Recommended Motion:**

"I move to approve the Agreement with LimnoTech in the amount of \$340,000 and our share in the amount of \$44,699.40".



Respectfully submitted by:

Wayne A. Seidel, Public Works Director



Approved:

Shaun D. Carey, City Manager



Office of the  
CITY CLERK

July 29, 2008

Mr. Greg Dennis  
Deputy Director of Public Works  
City of Reno  
1 East First Street  
Reno, NV 89501

Reference: Agreement for Consultant Services with Limno Tech Inc. to proceed with an implementation of a third party TMDL (A-3676)

Dear Mr. Dennis:

On July 28, 2008, the Sparks City Council approved the agreement with Limno Tech Inc. for services to proceed with implementation of a third party TMDL (Total Maximum Daily Load) in the amount of \$340,000 and Sparks' share in the amount of \$44,699.40. Enclosed is an original agreement for your records.

If you have any questions or concerns, please feel free to contact Wayne Seidel, Public Works Director at 353-2330.

Sincerely,

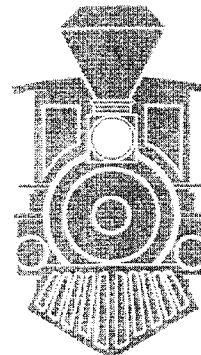
A handwritten signature in cursive script that reads "Linda K. Patterson".

Linda K. Patterson  
City Clerk and  
Clerk of the City Council

at

Enclosure

Copy:  
Wayne Seidel, Public Works Director  
Rose Taylor, Engineering Department  
Finance  
A.I. 5.9  
A-3676





Office of the  
CITY CLERK

July 29, 2008

Mr. Paul Freedman, President  
Limno Tech Inc.  
501 Avis Drive  
Ann Arbor, MI 48108

Reference: Agreement for Consultant Services with Limno Tech Inc. to proceed with an implementation of a third party TMDL (A-3676)

Dear Mr. Freedman:

On July 28, 2008, the Sparks City Council approved the agreement with Limno Tech Inc. for services to proceed with implementation of a third party TMDL (Total Maximum Daily Load) in the amount of \$340,000 and Sparks' share in the amount of \$44,699.40. Per article 10 of the agreement please provide certificates of insurance. Enclosed is an original agreement for your records.

If you have any questions or concerns, please feel free to contact Wayne Seidel, Public Works Director at 353-2330.

Sincerely,

Linda K. Patterson  
City Clerk and  
Clerk of the City Council

at

Enclosure

Copy:

Wayne Seidel, Public Works Director  
Finance  
A.I. 5.9  
A-3676

