

## **INTERLOCAL AGREEMENT**

### 1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between City of Reno, a municipal corporation ("Reno"), City of Sparks, a municipal corporation ("Sparks") and the Board of Regents, Nevada System of Higher Education, on behalf of the Desert Research Institute ("DRI"), collectively (the "Parties"). In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### 2) RECITALS

2.1 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.

2.2 Reno and Sparks jointly own the Truckee Meadows Water Reclamation Facility (TMWRF).

2.3 On May 8, 2012, the Nevada Division of Environmental Protection issued a discharge permit (NPDES Permit NV0020150) to Reno and Sparks for TMWRF. The discharge permit states that Reno and Sparks for TMWRF shall actively participate in an overall watershed monitoring program and is responsible to support the Stream and River Monitoring Plan for TMWRF which is included in the above permit as Attachment B. See: Exhibit A which is attached hereto and incorporated herein by this reference.

2.4 The Desert Research Institute (DRI) is part of the Nevada System of Higher Education. DRI has trained technical personnel to collect field samples, is familiar with the watershed-based monitoring on the Truckee River, and has laboratory certification for certain analyses by the State of Nevada. DRI works professionally with local, state and federal agencies to provide environmental monitoring.

2.5 DRI, Reno and Sparks were among the 13 signatories (including the Pyramid Lake Paiute Tribe) in the Truckee River Coordinated Monitoring Program (CMP) Memorandum of Understanding with the Nevada Division of Environmental Protection, with goals of increasing Truckee River watershed monitoring efficiency, minimizing duplication, sharing resources and data, and promoting collaborative development of robust scientific datasets on the watershed of the Truckee River.

2.6 Reno and Sparks are entering into this agreement to share both sampling and analytical duties with the DRI.

2.7 DRI has obtained a monetary grant from the Truckee River Fund to implement an Integrated Water Quality Monitoring program on the Truckee River. The development of the grant application was a collaborative effort that included staff input from Reno and Sparks, DRI, along with the Pyramid Lake Paiute Tribe and the Nevada Division of Environmental Protection and others. The Integrated Water Quality Monitoring Program includes the tasks outlined in the Stream and River Monitoring Plan (See: Exhibit A).

2.8 The Stream and River Monitoring Plan requires staff to conduct field visits and sample collection at a number of sites along the Truckee River and tributaries.

2.9 The State of Nevada Division of Environmental Protection has requested surface water samples taken in the Truckee River watershed to be analyzed for metals.

2.10 Staff at TMWRF have robust analytical capabilities, including analytical equipment, State Laboratory certification, and trained staff to conduct metals analyses via accepted methods.

2.11 The purpose of the Integrated Water Quality Monitoring Program is to increase efficiency by utilizing the unique skill sets and expertise of each of the entities, benefit the Truckee River Watershed by maintaining existing monitoring programs and continuing to gather

valuable data, making the data available on the Truckee River Info Gateway, or TRIG website, and facilitating data evaluation.

3) RIGHTS & DUTIES

3.1 Reno and Sparks

3.1.1 It is to the benefit of all parties to define the timeline and begin the project expeditiously.

3.1.2 Reno and Sparks agree that DRI has the ability to perform sample collection, field measurements, and sample analyses with respect to water quality monitoring described in the Stream & River Monitoring Plan named in permit NV0020150 (See: Exhibit A) and hereby has permission to perform such tasks.

3.1.3 Reno and Sparks agree to match grant funding by tracking time spent in meetings and working on efforts associated with this agreement, reporting to DRI as requested.

3.1.4 Reno and Sparks agree to match grant funding by providing total and dissolved metals analyses following the list of metals named in Exhibit C, attached hereto and incorporated by this reference, on 13 samples collected by DRI quarterly. Lab staff at TMWRF will provide data to the DRI Project Manager within 6 months of analysis, in Microsoft Excel spreadsheets, in a format appropriate and consistent for entry to the TRIG website.

3.1.5 Lab staff at TMWRF, along with representatives from Reno and Sparks, will meet with DRI Project Manager at least quarterly to facilitate communication.

3.1.6 Lab Staff at TMWRF will provide sampling vessels for water quality and metals grab samples to DRI staff.

3.1.7 Reno and Sparks, through TMWRF lab staff, will provide two Sonde meters for measurement of continuous water quality, excluding supplies, to DRI until the expiration of the Truckee River grant funding (6/30/2013) unless an extension is approved.

## 3.2 DRI

3.2.1. It is to the benefit of all parties to define the timeline and begin the project expeditiously.

3.2.2 DRI desires to perform sample collection, field measurements, and sample analyses with respect to water quality measurements named in Exhibit A, the Stream & River Monitoring Plan named in permit NV0020150, on behalf of Reno and Sparks. The responsibilities of DRI are explicitly stated in Exhibit B which is attached hereto and incorporated herein by this reference.

3.2.3 DRI will develop Excel spreadsheets of data collected pursuant to Stream and River Monitoring Plan, in a format appropriate and consistent for entry to the TRIG website.

3.2.4 DRI will provide these spreadsheets to Staff at TMWRF via email to facilitate regulatory reporting at least annually and no later than January 20<sup>th</sup>.

3.2.5 Additionally, DRI will post the same to the TRIG website on the designated project pages, within 60 days of sample analysis.

3.2.6 DRI will perform monitoring and sample analyses with respect to water quality measurements on 7 samples (See: Exhibit B).

3.2.7 DRI will collect grab samples for metals named in Exhibit C and transport samples to the laboratory at TMWRF for analyses.

3.2.8 DRI will provide biological monitoring for benthic macroinvertebrates at 3 sites as listed in Exhibit D, which is attached hereto and incorporated herein by this reference, twice annually during the periods of June/July and September/October, providing both sample collection and analyses. "TMWRF List of Truckee Meadows Water Reclamation Facility Taxonomic Effort" is included in the Permit NV0020150 as Attachment C (See: Exhibit D).

3.2.9 DRI will maintain continuous monitoring Sondes (hourly measurements) and collect/maintain/report data regularly at Waltham Way Bridge and Painted Rock Bridge- from April 1 –November 30 annually (See: Exhibit A).

3.2.10 To the extent authorized by Nevada law, DRI will save, hold harmless, and indemnify Reno and Sparks , its officers, agents, employees and assigns from and against any and all claims and liability for damages of any kind arising out of or connected in any way with DRI's Rights and Duties and project under this Agreement.

4) TERM OF AGREEMENT

4.1 The term of this Agreement commences approximately September 1, 2012 through June 30, 2013, unless an extension is approved by the Truckee River Fund Board of Advisors and the parties hereto.

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 be terminated by the Parties prior to the date set forth in paragraph 4, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of the Parties or unilaterally by either Reno and Sparks or DRI without cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason any funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5.5 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.

5.6 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.

5.7 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 University: Desert Research Institute on behalf of the Board of Regents,  
Nevada System of Higher Education  
Attn: Jenny Frayer, Director of Sponsored Projects  
2215 Raggio Parkway  
Reno, NV 89512

To Reno: John Flansberg, Director of Public Works  
City of Reno  
1 East First Street, 7<sup>th</sup> Floor (if by personal service)  
Reno, NV 89501  
P.O. Box 1900 (if by mail)  
Reno, Nevada 89505

To Sparks: Neil Krutz, Deputy City Manager for Community Services  
City of Sparks  
431 Prater Way,

5.8 Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

5.9 Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

5.10 All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

5.11 The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

5.12 Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public

transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

5.13 Neither party waives any right or defense to indemnification that may exist in law or equity.

5.14 The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

5.15 Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

5.16 Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

5.17 The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

5.18 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.

DRI

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By \_\_\_\_\_  
Jenny Frayer, Director of  
Sponsored Projects

APPROVED AS TO FORM:

\_\_\_\_\_

SPARKS

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

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

ATTEST:

\_\_\_\_\_  
Sparks City Clerk  
APPROVED AS TO FORM:

\_\_\_\_\_  
Chet Adams, City Attorney Sparks

RENO

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By \_\_\_\_\_  
Robert A. Cashell, Sr., Mayor  
City of Reno

ATTEST:

\_\_\_\_\_  
Reno City Clerk

ARPROVED AS TO FORM:

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